

TASK ORDER (TO)

GSQ0014AJ0024

GSA CIO Application Maintenance, Enhancements, and Operations (CAMEO)

in support of:

***The General Services Administration (GSA),
Office of the Chief Information Officer
(OCIO)***

Issued to:

**Leidos Innovations Corporation, Inc.
700 N. Frederick Ave.
Gaithersburg, MD 20879**

issued by:

**The Federal Systems Integration and Management Center (FEDSIM)
1800 F Street, NW
Suite 3100 (QF0B)
Washington, D.C. 20405**

May 15, 2014

FEDSIM Project Number 13044GSM

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

NOTE: The Section numbers in this Task Order (TO) correspond to the Section numbers in the Alliant Contract.

B.1 GENERAL

The work shall be performed in accordance with all Sections of this TO and the contractor's Basic Contract, under which the resulting TO will be placed.

B.5 CONTRACT ACCESS FEE

The General Services Administration's (GSA) operating costs associated with the management and administration of this contract are recovered through a Contract Access Fee (CAF). The amount of the CAF is $\frac{3}{4}\%$ (i.e., (.0075)) of the total price/cost of contractor performance. This TO shall have a separate Contract Line Item Number (CLIN) to cover this access fee, and this CAF shall be obligated at TO award. The CAF is capped at \$100,000.00 per year.

B.6 ORDER TYPES

The contractor shall perform the effort required by this TO on a:

- Firm-Fixed-Price (FFP) basis for:
 - CLINs 0001, 1001, 2001, 3001, 4001, and 5001
 - CLIN 0002
- Cost-Plus-Award-Fee (CPAF) basis for:
 - CLINs 0003, 1003, 2003, 3003, 4003, and 5003
 - CLINs 0004, 1004, 2004, 3004, 4004, and 5004
 - CLINs 0005, 1005, 2005, 3005, 4005, and 5005
 - CLINs 0006, 1006, 2006, 3006, 4006, and 5006
 - CLINs 0007, 1007, 2007, 3007, 4007, and 5007
 - CLINs 0008, 1008, 2008, 3008, 4008, and 5008
- Not-to-Exceed (NTE) basis for:
 - CLINs 0009, 1009, 2009, 3009, 4009, and 5009
 - CLINs 0010, 1010, 2010, 3010, 4010, and 5010
 - CLINs 0011, 1011, 2011, 3011, 4011, and 5011
 - CLINs 0012, 1012, 2012, 3012, 4012, and 5012

B.7 ORDER PRICING (ALL ORDER TYPES)

Long-distance travel is defined as travel over 50 miles from Washington, D.C. Local travel will not be reimbursed.

The following abbreviations are used in this price schedule:

CLIN	Contract Line Item Number
CPAF	Cost-Plus-Award-Fee
FFP	Firm-Fixed-Price
NTE	Not-to-Exceed
ODC	Other Direct Cost

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

B.7.1.1 BASE PERIOD

MANDATORY FFP LABOR CLINs

CLIN	Description	QTY	Unit	Total FFP
0001	Labor (Tasks 1 and 4)	(b) (4)	(4)	(b) (4)
0002	Labor (Task 2, Execute Transition-In)	(b) (4)	(4)	(b) (4)

Only award fee can be proposed; base fee shall not be proposed.

MANDATORY CPAF LABOR CLINs

CLIN	Description	Estimated Cost	Award Fee (b) (4)	Total Estimated Cost Plus Award Fee
0003	Labor (Tasks 5, 9, 10, 12, 13)	(b) (4)	(4)	(b) (4)
0004	Labor (Task 6)	(b) (4)	(4)	(b) (4)

CLIN	Description	Estimated Cost	Award Fee (b) (4)	Total NTE Ceiling Price
0005	Labor (Task 11)	(b) (4)	(b) (4)	(b) (4)

OPTIONAL CPAF LABOR CLINs

CLIN	Description	Estimated Cost	Award Fee (b) (4)	Total NTE Ceiling Price
0006	Labor (Task 3)	(b) (4)	(b) (4)	(b) (4)
0007	Labor (Task 7)	(b) (4)	(b) (4)	(b) (4)
0008	Labor (Task 8)	(b) (4)	(b) (4)	(b) (4)

MANDATORY CPFF TOOLS, ODCs

CLIN	Description	Estimated Cost	Fixed Fee (b) (4)	Total Ceiling Price
0009	Tools Including Indirect Handling Rate (b) (4)	(b) (4)	(4)	(b) (4)
0010	ODCs Including Indirect Handling Rate (b) (4)	(b) (4)	(4)	(b) (4)

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

MANDATORY COST REIMBURSABLE TRAVEL CLIN

CLIN	Description		Total Ceiling Price
0011	Long Distance Travel Including Indirect Handling Rate (b) (4)	NTE	(b) (4)

MANDATORY CONTRACT ACCESS FEE

CLIN	Description		Total Ceiling Price
0012	Contract Access Fee	NTE	(b) (4)

TOTAL MANDATORY BASE PERIOD CLINs (0001 – 0005, 0009 – 0012): (b) (4)

TOTAL OPTIONAL BASE PERIOD CLINs (0006 – 0008): (b) (4)

TOTAL BASE PERIOD CEILING: (b) (4)

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

B.7.1.2 FIRST OPTION PERIOD

MANDATORY FFP LABOR CLINs

CLIN	Description	QTY	Unit	Total FFP
1001	Labor (Tasks 1 and 4)	(b) (4)		(b) (4)

MANDATORY CPAF LABOR CLINs

CLIN	Description	Estimated Cost	Award Fee	Total Estimated Cost Plus Award Fee
1003	Labor (Tasks 5, 9, 10, 12, 13)	(b) (4)	(b) (4)	(b) (4)
1004	Labor (Task 6)	(b) (4)	(b) (4)	

CLIN	Description	Estimated Cost	Award Fee	Total NTE Ceiling Price
1005	Labor (Task 11)	(b) (4)	(b) (4)	(b) (4)

OPTIONAL CPAF LABOR CLINs

CLIN	Description	Estimated Cost	Award Fee	Total NTE Ceiling Price
1006	Labor (Task 3)	(b) (4)	(b) (4)	(b) (4)
1007	Labor (Task 7)	(b) (4)	(b) (4)	
1008	Labor (Task 8)	(b) (4)	(b) (4)	

MANDATORY CPFF TOOLS, ODCs

CLIN	Description	Estimated Cost	Fixed Fee	Total Ceiling Price
1009	Tools Including Indirect Handling Rate (b) (4)	(b) (4)	(b) (4)	(b) (4)
1010	ODCs Including Indirect Handling Rate (b) (4)			

MANDATORY COST REIMBURSABLE TRAVEL CLIN

CLIN	Description		Total Ceiling Price
1011	Long Distance Travel Including Indirect Handling Rate (b) (4)	NTE	(b) (4)

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

MANDATORY CONTRACT ACCESS FEE

CLIN	Description		Total Ceiling Price
1012	Contract Access Fee	NTE	(b) (4)

**TOTAL MANDATORY FIRST OPTION PERIOD CLINs
(1001 – 1005, 1009 – 1012):**

(b) (4)

TOTAL OPTIONAL FIRST OPTION PERIOD CLINs (1006 -1008):

(b) (4)

TOTAL FIRST OPTION PERIOD CEILING:

(b) (4)

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

B.7.1.3 SECOND OPTION PERIOD

MANDATORY FFP LABOR CLINs

CLIN	Description	QTY	Unit	Total FFP
2001	Labor (Tasks 1 and 4)	(b) (4)	(b) (4)	(b) (4)

Only award fee can be proposed; base fee shall not be proposed.

MANDATORY CPAF LABOR CLINs

CLIN	Description	Estimated Cost	Award Fee (b) (4)	Total Estimated Cost Plus Award Fee
2003	Labor (Tasks 5, 9, 10, 12, 13)	(b) (4)	(b) (4)	(b) (4)
2004	Labor (Task 6)	(b) (4)	(b) (4)	(b) (4)

CLIN	Description	Estimated Cost	Award Fee (b) (4)	Total NTE Ceiling Price
2005	Labor (Task 11)	(b) (4)	(b) (4)	(b) (4)

OPTIONAL CPAF LABOR CLINs

CLIN	Description	Estimated Cost	Award Fee (b) (4)	Total NTE Ceiling Price
2006	Labor (Task 3)	(b) (4)	(b) (4)	(b) (4)
2007	Labor (Task 7)	(b) (4)	(b) (4)	(b) (4)
2008	Labor (Task 8)	(b) (4)	(b) (4)	(b) (4)

MANDATORY CPFF TOOLS and ODC CLINs

CLIN	Description	Estimated Cost	Fixed Fee (b) (4)	Total Ceiling Price
2009	Tools Including Indirect Handling Rate (b) (4)	(b) (4)	(b) (4)	(b) (4)

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CLIN	Description	Estimated Cost	Fixed Fee (b) (4)	Total Ceiling Price
2010	ODCs Including Indirect Handling Rate (b) (4)	(b) (4)	(b) (4)	(b) (4)

MANDATORY COST REIMBURSEMENT CLINs

CLIN	Description		Total Ceiling Price
2011	Long Distance Travel Including Indirect Handling Rate (b) (4)	NTE	(b) (4)

MANDATORY CONTRACT ACCESS FEE

CLIN	Description		Total Ceiling Price
2012	Contract Access Fee	NTE	(b) (4)

TOTAL MANDATORY SECOND OPTION PERIOD CLINs
(2001 – 2005, 2009 – 2012):

(b) (4)

TOTAL OPTIONAL SECOND OPTION PERIOD CLINs
(2006 -2008):

(b) (4)

TOTAL SECOND OPTION PERIOD CEILING:

(b) (4)

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

B.7.1.4 THIRD OPTION PERIOD

MANDATORY FFP LABOR CLINs

CLIN	Description	QTY	Unit	Total FFP
3001	Labor (Tasks 1 and 4)	(b) (4)	(4)	(b) (4)

MANDATORY CPAF LABOR CLINs

CLIN	Description	Estimated Cost	Award Fee (b) (4)	Total Estimated Cost Plus Award Fee
3003	Labor (Tasks 5, 9, 10, 12, 13)	(b) (4)	(4)	(b) (4)
3004	Labor (Task 6)	(b) (4)	(4)	(b) (4)

CLIN	Description	Estimated Cost	Award Fee (b) (4)	Total NTE Ceiling Price
3005	Labor (Task 11)	(b) (4)	(b) (4)	(b) (4)

OPTIONAL CPAF LABOR CLINs

CLIN	Description	Estimated Cost	Award Fee (b) (4)	Total NTE Ceiling Price
3006	Labor (Task 3)	(b) (4)	(b) (4)	(b) (4)
3007	Labor (Task 7)	(b) (4)	(b) (4)	(b) (4)
3008	Labor (Task 8)	(b) (4)	(b) (4)	(b) (4)

MANDATORY CPFF TOOLS and ODCs CLINs

CLIN	Description	Estimated Cost	Fixed Fee (b) (4)	Total Ceiling Price
3009	Tools Including Indirect Handling Rate (b) (4)	(b) (4)	(b) (4)	(b) (4)
3010	ODCs Including Indirect Handling Rate (b) (4)	(b) (4)	(b) (4)	(b) (4)

MANDATORY COST REIMBURSEMENT TRAVEL CLIN

3011	Long Distance Travel Including Indirect Handling Rate (b) (4)	NTE	(b) (4)
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SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

MANDATORY CONTRACT ACCESS FEE

CLIN	Description		Total Ceiling Price
3012	Contract Access Fee	NTE	(b) (4)

**TOTAL MANDATORY THIRD OPTION PERIOD CLINs
(3001 – 3005, 3009 – 3012):**

(b) (4)

TOTAL OPTIONAL THIRD OPTION PERIOD CLINs (3006 -3008):

(b) (4)

TOTAL THIRD OPTION PERIOD CEILING:

(b) (4)

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

B.7.1.5 FOURTH OPTION PERIOD

MANDATORY FFP LABOR CLINs

CLIN	Description	QTY	Unit	Total FFP
4001	Labor (Tasks 1 and 4)	(b) (4)	(b) (4)	(b) (4)

Only award fee can be proposed; base fee shall not be proposed.

MANDATORY CPAF LABOR CLINs

CLIN	Description	Estimated Cost	Award Fee (b) (4)	Total Estimated Cost Plus Award Fee
4003	Labor (Tasks 5, 9, 10, 12, 13)	(b) (4)	(b) (4)	(b) (4)
4004	Labor (Task 6)	(b) (4)	(b) (4)	(b) (4)

CLIN	Description	Estimated Cost	Award Fee (b) (4)	Total NTE Ceiling Price
4005	Labor (Task 11)	(b) (4)	(b) (4)	(b) (4)

OPTIONAL CPAF LABOR CLINs

CLIN	Description	Estimated Cost	Award Fee (b) (4)	Total NTE Ceiling Price
4006	Labor (Task 3)	(b) (4)	(b) (4)	(b) (4)
4007	Labor (Task 7)	(b) (4)	(b) (4)	(b) (4)
4008	Labor (Task 8)	(b) (4)	(b) (4)	(b) (4)

MANDATORY COST REIMBURSEMENT TOOLS, ODCs, and TRAVEL CLINs

CLIN	Description	Estimated Cost	Fixed Fee (b) (4)	Total Ceiling Price
4009	Tools Including Indirect Handling Rate (b) (4)	(b) (4)	(b) (4)	(b) (4)
4010	ODCs Including Indirect Handling Rate (b) (4)	(b) (4)	(b) (4)	(b) (4)

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

MANDATORY COST REIMBURSEABLE TRAVEL CLIN

4011	Long Distance Travel Including Indirect Handling Rate (b) (4)	NTE	(b) (4)
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MANDATORY CONTRACT ACCESS FEE

CLIN	Description		Total Ceiling Price
4012	Contract Access Fee	NTE	(b) (4)

TOTAL MANDATORY FOURTH OPTION PERIOD

CLINs (4001 – 4005, 4009 – 4012):

(b) (4)

TOTAL OPTIONAL FOURTH OPTION PERIOD

CLINs (4006 – 4008):

(b) (4)

TOTAL FOURTH OPTION PERIOD CEILING:

(b) (4)

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

B.7.1.6 FIFTH OPTION PERIOD

MANDATORY FFP LABOR CLINs

CLIN	Description	QTY	Unit	Total FFP
5001	Labor (Tasks 1 and 4)	(b) (4)		

Only award fee can be proposed; base fee shall not be proposed.

MANDATORY CPAF LABOR CLINs

CLIN	Description	Estimated Cost	Award Fee (b) (4)	Total Estimated Cost Plus Award Fee
5003	Labor (Tasks 5, 9, 10, 12, 13)	(b) (4)		
5004	Labor (Task 6)	(b) (4)		

CLIN	Description	Estimated Cost	Award Fee (b) (4)	Total NTE Ceiling Price
5005	Labor (Task 11)	(b) (4)		

OPTIONAL CPAF LABOR CLINs

CLIN	Description	Estimated Cost	Award Fee (b) (4)	Total NTE Ceiling Price
5006	Labor (Task 3)	(b) (4)		
5007	Labor (Task 7)	(b) (4)		
5008	Labor (Task 8)	(b) (4)		

MANDATORY COST REIMBURSEMENT TOOLS, ODCs, and TRAVEL CLINs

CLIN	Description	Estimated Cost	Fixed Fee (b) (4)	Total Ceiling Price
5009	Tools Including Indirect Handling Rate (b) (4)	(b) (4)		

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

CLIN	Description	Estimated Cost	Fixed Fee (b) (4)	Total Ceiling Price
5010	ODCs Including Indirect Handling Rate (b) (4)	(b) (4)		

MANDATORY COST REIMBURSEABLE TRAVEL CLIN

5011	Long Distance Travel Including Indirect Handling Rate (b) (4)	NTE	(b) (4)	
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MANDATORY CONTRACT ACCESS FEE

CLIN	Description		Total Ceiling Price
5012	Contract Access Fee	NTE	(b) (4)

TOTAL MANDATORY FIFTH OPTION PERIOD

CLINs (5001 – 5005, 5009 – 5012):

(b) (4)

TOTAL OPTIONAL FIFTH OPTION PERIOD

CLINs (5006 – 5008):

(b) (4)

TOTAL FIFTH OPTION PERIOD CEILING:

(b) (4)

TOTAL ALL PERIODS ALL CLINs:

\$553,523,263.02

B.12 SECTION B TABLES

B.12.1 CLIN DESCRIPTIONS

Note: X represents the first digit of the CLIN number which reflects the base or option period number (for example, X001 represents 0001, 1001, 2001, 3001, 4001, and 5001).

B.12.1.1 CLIN X001

The subject CLIN is to provide support for Task 1, Provide Task Order Program Management and Task 4, Provide Portfolio Program Management (for each Division) on this TO. The contractor will be reimbursed for all labor under this CLIN on a FFP basis.

B.12.1.2 CLIN X002

The subject CLIN is to provide support for Task 2, Execute Transition-In on this TO. All transition-in activities shall be completed within 90 calendar days (Section C.6.2). The contractor shall be reimbursed for all labor under this CLIN on a FFP basis.

B.12.1.3 CLIN X003 AND X004

The subject CLINs are to provide support for Task 5, Applications Operations and Maintenance (O&M); Task 6, Application Enhancement and Modernization Support; Task 9, Support Security Services; Task 10, Service/Help Desk Support; Task 12, Scanning Center Support; and, Task 13, Burlington Support on this TO. The contractor will be reimbursed for all labor under this CLIN on a CPAF basis. **Please note, contractors shall NOT propose a base fee.**

B.12.1.4 CLIN X005

The subject CLIN is to provide support for Task 11, Strategic Analysis of Application Groups on this TO. The total NTE ceiling of this CLIN is a Government-provided plug number for each of the five years of performance. The contractor shall propose an Award Fee Percentage for this CLIN in Section B in accordance with Section H.27 of the Task Order Request (TOR). An estimated cost and award fee pool will be established by the Government at Task Order Award using the contractor's awarded Award Fee Percentage. The estimated cost and award fee pool, together, shall not exceed the total NTE ceiling reflected in Section B above. **Please note, contractors shall NOT propose a base fee.**

B.12.1.5 CLIN X006

The subject CLIN is an OPTIONAL CLIN and is to provide support for Task 3, Execute Transition-Out on this TO. The total NTE ceiling of this CLIN is a Government-provided plug number for Option Period 4. CLIN X006 has a total NTE ceiling of \$0.00 in the Base Period, Option Periods 1 through 3, and Option Period 5. The contractor shall propose an Award Fee Percentage for this CLIN in Section B in accordance with Section H.27 of the Task Order Request (TOR). An estimated cost and award fee pool will be established by the Government at Task Order Award using the contractor's awarded Award Fee Percentage. The estimated cost and award fee pool, together, shall not exceed the total NTE ceiling

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

reflected in Section B above. The contractor will be reimbursed for all labor under this CLIN on a CPAF basis. **Please note, contractors shall NOT propose a base fee.**

B.12.1.6 CLIN X007 AND X008

The subject CLINs are OPTIONAL CLINs and are to provide support for Task 7, Additional Application Support for Existing Applications and Task 8, New Application Development Support on this TO. The total NTE ceiling of these CLINs are a Government-provided plug number for each of the five years of performance. The contractor shall propose an Award Fee Percentage for these CLINs in Section B in accordance with Section H.27 of the TOR. An estimated cost and award fee pool will be established by the Government at Task Order Award, for each CLIN, using the contractor's awarded Award Fee Percentage. The estimated costs and award fee pools, together, shall not exceed the total NTE ceilings reflected in Section B above. The contractor will be reimbursed for all labor under these CLINs on a CPAF basis. **Please note, contractors shall NOT propose a base fee.**

B.12.1.7 CLIN X009 AND X010

The subject CLINs supports contractor reimbursement for Government-approved purchases (based on a Government-approved Request to Initiate process, **Section H.24**) of tools and ODCs in support of the TOR requirements.

B.12.1.8 CLIN X011

The contractor's long-distance travel will be reimbursed in accordance with **Section G.9.6.1.4** and **Section H.23** of the TOR.

B.12.1.9 CLIN X012

The contractor will be reimbursed for the Contract Access Fee in accordance with the Alliant Contract Access Fee memo dated June 1, 2009 and **Section B.5** of the TOR.

B.12.2 INDIRECT/MATERIAL HANDLING RATE

Travel and ancillary products and services costs incurred may be burdened with the contractor's indirect/material handling rate commensurate with forward pricing rate agreements and in accordance with the contractor's disclosed practices. If no indirect/material handling rate is allowable in accordance with the contractor's disclosed practices, then no indirect/material handling rate shall be applied to or reimbursed on such costs.

All indirect rates proposed and billed under this task order shall be commensurate with the current Defense Contract Audit Agency (DCAA)-approved forward pricing rate agreement. Indirect rates include, but may not be limited to, indirect material handling rates, overhead rates, and general and administrative rates.

B.12.3 DIRECT LABOR RATES

All labor categories proposed shall be mapped to existing Alliant labor categories.

B.13 INCREMENTAL FUNDING

B.13.1 INCREMENTAL FUNDING LIMITATION OF GOVERNMENT’S OBLIGATION

Incremental funding for CLINs 0001 through 4012 are currently allotted and available for payment by the Government. Only CPAF and CR CLINs will be incrementally funded. Additional incremental funding for these CLINs will be allotted and available for payment by the Government as the funds become available. The estimated period of performance covered by the allotments for the mandatory CLINs is from award through (inserted with TO award), unless otherwise noted in Section B.7. The TO will be modified to add funds incrementally up to the maximum of ~~\$553,523,263~~ over the performance period of this TO. These allotments constitute the estimated cost for the purpose of Federal Acquisition Regulation (FAR) Clause 52.232-22, Limitation of Funds, which applies to this TO on a CLIN-by-CLIN basis.

Incremental Funding Table For FPP

See Attachment CC

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

Incremental Funding Table for CPAF

See Attachment CC

B.14 AWARD FEE CALCULATION TABLE

Year	Period	Months Covered	Award Fee		
			Available Award Fee Pool	Earned Fee	Unearned Fee
Base Year 1	1	May 30, 2014 – August 31, 2014	(b)	(4)	
Base Year 2	2	September 1, 2014 – November 30, 2014			
Base Year 3	3	December 1, 2014 – February 28, 2015			
Base Year 4	4	March 1, 2015 – May 14, 2015			
Option Year 1	5	May 15, 2015 – August 14, 2015			
Option Year 1	6	August 15, 2015 – November 16, 2015			
Option Year 1	7	November 17, 2015 – February 16, 2016			
Option Year 1	8	February 17, 2016 – May 14, 2016			
Option Year 2	9	May 15, 2016 – September 30, 2016			
Option Year 3	10	October 1, 2016 – March 31, 2017			
Option Year 3	11	April 1, 2017 – September 30, 2017			
Option Year 4	12	October 1, 2017 – March 31, 2018			
Option Year 4	13	April 1, 2018 – September 30, 2018			
Option Year 5	14	October 1, 2018 – May 14, 2019			

C.1. PURPOSE

The purpose of this Task Order (TO) is to support the General Services Administration (GSA) Office of the Chief Information Officer (OCIO) by providing services that support the operation, maintenance, enhancement, and development of GSA software applications in coordination with the Chief Information Officer (CIO) Application, Maintenance, Enhancement, and Operations (CAMEO) Small Business (SB) contractor. GSA requires support to operate its portfolio of applications while modernizing, reducing the portfolio, and eliminating the interconnectedness and dependencies when possible, of the systems and environments. This primarily supports the Federal Acquisition Service (FAS), but also includes some support of Administration Headquarters, the Office of Governmentwide Policy (OGP), and the Public Building Service (PBS).

C.2 BACKGROUND

The Office of Acquisition IT Services is organized as follows:

- a. Asset and Transportation Management Division (ATM)
- b. Business Intelligence & Enterprise-Wide Information Management Division (BI)
- c. Contract Administration Division (CA)
- d. Contract Service Management Division (CSM)
- e. eCommerce Division
- f. Planning and Architecture Division (PA)
- g. Information Security Systems Operations Division (ISSO)
- h. Applied Engineering (AE)

The Office of Acquisition IT Services provides information technology (IT) support for FAS and other parts of GSA. The applications developed and maintained by Acquisition IT Services are used by business portfolios within GSA, customer agencies, the vendor community and the general public. For each and every business line, the applications supported by CAMEO are essential to daily operations, future growth, and meeting organizational goals.

FAS leverages the buying power of the Federal Government to acquire the best value for both the taxpayers and Federal customers. FAS is comprised of the Office of the Commissioner, four business portfolios (business-generating components): Office of Integrated Technology Services, the Office of Assisted Acquisition Services, the Office of General Supplies and Services, and the Office of Travel, Motor Vehicle and Card Services, and three integrator offices: the Office of Customer Accounts and Research, the Office of Strategy Management, and the Office of Acquisition Management. These offices are the primary users and program offices for the application portfolios that require support under this TO.

PBS is the landlord for the Federal Government. PBS Office functions include: the Office of Client Solutions, the Office of Leasing, the Office of Budget and Financial Management, the Office of Facilities Management and Services, the Office of Design and Construction, the Office of Organizational Resources, and the Office of Portfolio Management. The current portfolio of applications that require support includes a limited number of PBS applications, however as the Office of Acquisition IT Services supports more applications, it will be called upon to support additional applications.

C.2.1 AGENCY MISSION

GSA's mission is to deliver the best value in real estate, acquisition, and technology services to the Federal Government and the American people. The role of the GSA OCIO is to provide the organization with a focused portfolio of applications that enable GSA to meet growth objectives in an agile, efficient timeline, without unintended consequences. The OCIO for Acquisition IT Services provides GSA with strategic and tactical IT business solutions to enable GSA to effectively serve its customers. The IT solutions must align with the business portfolio's needs and mission to be effective and flexible enough to support the changing business environment.

C.2.2 VISION

The GSA OCIO Office of Acquisition IT Services' vision is to enter into a working relationship with industry to accelerate the pace at which it develops and deploys critical application functionality. GSA is looking for innovative approaches to manage the current application environment, employ effective software development management processes, and support the effort to develop and enhance existing applications to be cloud ready in accordance with Cloud First policy.

Cloud ready is defined as the following for the purposes of this TO: developing solutions that lend themselves to immediate or eventual porting to cloud-based infrastructure and/or platforms as a service with minimum rework in architecture or design required. In accomplishing this, several factors should be taken into consideration including:

- a. Performance - remove performance bottlenecks/inefficiencies to allow for scalability.
- b. Elasticity - ability to scale up and/or down.
- c. Resilience - incorporation of capability for "self-healing."
- d. Security - security built into application. Less reliance on perimeter defenses such as firewalls and intrusion detection.

GSA intends to move towards a Common Acquisition Platform (CAP) that seeks to provide Government-wide transactional data and reduce the costs of operating redundant acquisition systems. When the vision of CAP is developed more fully, the Government may require support under this TO to transition the existing application portfolio to this new platform and provide for modernization overall to ensure that GSA is able to meet customers' needs.

C.3 SCOPE

The contractor shall provide, predominantly from its own location, application development, enhancement, maintenance and management services, and program management for the current and future application portfolio. The contractor shall also provide support for modernizing the application environment, improving the efficiency of the environment, and working to align the application portfolio with the business needs of the organization. This is not a personal services TO.

C.4 CURRENT INFORMATION TECHNOLOGY (IT)/NETWORK ENVIRONMENT

Applications that are supported and maintained by the GSA OCIO are hosted in a Web Environment, Network Environment, ClearPath Environment, Database, and Storage Area

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Network (SAN). Further information on each can be found in **Section J, Attachment B**. The GSA OCIO uses Serena Business Manager (SBM) to create a consistent Systems Change Request (SCR) process and HP's Application Lifecycle Management suite to manage delivery of applications.

GSA has historically used a Waterfall (Definitive) methodology for its application portfolio. Recently, the Government has experimented with Agile and Kanban development methodologies for certain application development projects. Due to the structure of the Government, and the interconnectedness of GSA applications, the Government's ability to adopt these methodologies on a broad scale has been limited. For future application development, the contractor shall assist the Government in determining the most optimal method for development for each project, with a strong preference on modern methodologies.

Historically, the OCIO used a tailor-to-fit approach to select the right-sized System Development Life Cycle (SDLC) and the right-sized methodology for each type of work performed. The OCIO selects the level and amount of monitoring and control based on the size, complexity, and risk of the project.

SDLC reporting, which is used for the Waterfall development method, uses an approach that ensures the lowest overhead costs are incurred commensurate with the risk and management desired visibility into the project.

Waterfall (also known as Definitive): This approach is a sequential elaboration of the project is used when requirements are well defined early in the project, and the size, complexity, and cost risk are significant. This approach is also used when the project involves several applications across organizational boundaries and all applications must be deployed together to operate correctly. Release cycles vary by application and customer need; however, the majority of the OCIO's work is built into scheduled quarterly releases in which system change requests are prioritized with input from the end users, the scope is locked down, and all requirements are gathered. This approach works exceptionally well due to the inter-dependencies of many of the applications across the organization and the defined requirements. An exception exists for FSS 19. Changes or individual projects for FSS 19 are done as required and, if needed, could be done as frequently as daily.

Agile: A group of software development methods based on iterative and incremental development where requirements and solutions evolve through collaboration between self-organizing, cross-functional teams. Iterative development with incremental delivery is the most cost-effective way to develop new user interface applications and major enhancements to existing applications. It promotes adaptive planning, evolutionary development and delivery, a time-boxed iterative approach, and encourages rapid and flexible response to change. It is a conceptual framework that promotes foreseen interactions throughout the development cycle. This approach is not generally used for highly complex applications or changes involving several applications across organizational boundaries.

Kanban: The Kanban approach, a lean variant of the Agile Scrum approach, is used to most efficiently manage the development and deployment of a backlog of change requests to an application. Rather than following a prescriptive, gated-review driven methodology, change requests enter a pipeline of continuous work. This approach significantly shortens the cycle-time from when a requirement is identified through production. This flow-oriented strategy is not appropriate for large or highly complex projects. There are several applications where Kanban

can be applied. These applications have numerous system change requests in queue and have users with needs requiring shorter turn-around times. The applications and the changes requests chosen for this development approach are ones that only impact said application and do not cut across multiple applications. As this approach matures further reviews will be conducted to assess its effectiveness and applicability to other applications.

Scrum: An iterative and incremental Agile software development framework for managing software projects and product or application development. Its focus is on "a flexible, holistic product development strategy where a development team works as a unit to reach a common goal" as opposed to a "traditional, sequential approach." Scrum enables the creation of self-organizing teams by encouraging co-location of all team members, and verbal communication between all team members and disciplines in the project.

A key principle of Scrum is its recognition that during a project the customers can change their minds about what they want and need (often called requirements churn), and that unpredicted challenges cannot be easily addressed in a traditional predictive or planned manner. As such, Scrum adopts an empirical approach—accepting that the problem cannot be fully understood or defined, and focusing instead on maximizing the team's ability to deliver quickly and respond to emerging requirements.

Extreme Programming (XP): A software development methodology which is intended to improve software quality and responsiveness to changing customer requirements. As a type of Agile software development, it advocates frequent "releases" in short development cycles, which is intended to improve productivity and introduce checkpoints where new customer requirements can be adopted.

Other elements of Extreme Programming include: programming in pairs or doing extensive code review, unit testing of all code, avoiding programming of features until they are actually needed, a flat management structure, simplicity and clarity in code, expecting changes in the customer's requirements as time passes and the problem is better understood, and frequent communication with the customer and among programmers. The methodology takes its name from the idea that the beneficial elements of traditional software engineering practices are taken to "extreme" levels.

C.4.1 CURRENT APPLICATION PORTFOLIO

The current portfolio of **all** GSA OCIO applications, grouped into application sets, includes the following. Further information with specific descriptions of each application can be found in **Section J, Attachment C:**

- **Application Set 1: Acquisition Systems (Groups 1-4)**
 - Group 1: eCommerce
 - GSA Advantage!
 - AAC Inquiry
 - Advantage Customer Information System (ACIS)
 - Advantage Spend Analysis Program (ASAP)
 - Master Product Manager (MPM)
 - Contracting Officer Review System (CORS)
 - Governmentwide Acquisition Contracts (GWAC) Pricing Tool

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- Credit Card Order Authorization Service
 - eSOA Integration
 - GSA Advantage! Schedules e-Library System
 - GSA e-Buy
 - e-Buy Connect
 - e-Buy Mobile Services
 - eBuy Admin
 - GSA Global Supply & USMC Web Application
 - Password Approval and Assignment Application
 - PO Portal
 - Schedule Input Program (SIP) Tool
 - Table Maintenance Tool (TMT)
 - Vendor Support Center (VSC)
 - Virtual Stores (Air Force, USDA, VA, DHS, PBS OneSource)
 - Web Version – GSA Schedules eMaintenance
- Group 2: Multiple Award Schedules (MAS)
 - eOffer/eMod
 - Solicitation Writing System (SWS)
 - Offer Registration System (ORS)
 - eCAT – Electronic Centralized Acquisition Tool
- Group 3: Contract Management
 - Acquisition Planning Module
 - eApproval
 - Enterprise Acquisition System Integrated (EASi)
- Group 4: City Pairs
- **Application Set 2: Supply Chain, Motor Vehicle Management and Transportation Systems (Groups 5-7)**
 - Group 5: Supply Chain
 - FSS-19
 - DLMS MOD
 - CSM Web Services
 - Vendor Access Network System (VANS)
 - National Cataloging Action Log (NCAL)
 - Demand Forecast
 - Warehouse Management System
 - Warehouse Management System – Phoenix Subsystem
 - Warehouse Management System – HighJump Subsystem
 - Burlington Support
 - FSS Online
 - FSS Online Data Entry
 - FSS Online Security

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- eFSS Online
- URSA
- High Priority Order Air Clearance (HPOA)
- Pegasys Connect
- Customer Supply Center (CSC)
- Product Information Catalog System (PICS)
- Sales Automation System and Ad Hoc Reports (GSA Auction / SASY / Reverse Auctions)
- Federal Asset Sales Portal (GovSales.gov)
- Federal Disposal System (GSAXcess, CFL, AAMS)
- GSA SmartPay Program
- Online Contract Management System (OCMS)
- MASS Contract Modification Web Site
- EC/EDI Gateway
- Group 6: Motor Vehicle Management
 - Fleet Management Systems and Ad Hoc Reporting (FMS)
 - Federal Motor Vehicle Registration System (FMVRS)
 - Automotive Remarketing Module(Arm) (Fleet Management Sub-System)
 - FMS2GO
 - AutoAuctions
 - Requisitioning, Ordering and Documentation (ROADS)
- Group 7: Transportation
 - Transportation Audit Support System (TASS/TARPS/ASPA)
 - Accounts Receivable Tracking System(ARTS)
 - Transportation Management Services Solution (TMSS)
 - Federal Strategic Sourcing Initiative (FSSI) for Domestic Delivery Service
- **Application Set 3: Platform and Data Management (Groups 8-15)**
 - Group 8: Enterprise Data Marts/ Business Objects
 - CART Marketing Information system
 - Prices Paid data management and reporting
 - FSSI Dashboard
 - Group 9: Enterprise Data Warehouse
 - Group 10: Enterprise Data Management Services
 - Financial Planning Application
 - Telecom Invoice Management
 - Multiple Award Schedules Modifications Dashboard
 - FAS Financial Dashboard
 - Reports Server
 - Group 11: Cold Fusion/Web application

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- USAccess
 - USAccess Forums
 - USAccess Agency Lead Portal
 - FEDIDcard.gov
 - Strategic Sourcing (Drupal)
 - Spot Light on Success
 - Cross Training
 - FEDSpecs
 - Ride Along Program (RAP)
 - eResolve/eWire
- Group 12: Enterprise Content Management System (Documentum)
 - Group 13: Salesforce Platform
 - Sales Cloud (CRM)
 - Business Area specific Applications
 - VISSION – Salesforce Call center application solution
 - Enterprise like Applications
 - Centralized Mail List Service (CMLS)
 - Group 14: Service Oriented Architecture
 - Group 15: Application Management Tools
 - HP Application Lifecycle Management Suite (ALM)
 - Serena Business Manager (SBM)

These are the full set of applications currently within the scope of this TO. **Section J, Attachment A** is a Draft Application Assignment Letter which includes the applications initially expected to be supported under this TO at the time of TO Award. Support for some or all of these applications could be moved to the CAMEO SB TO. They could be moved for a variety of reasons, and is completely at the Government's discretion.

C.5 OBJECTIVES

The objective of this performance-based TO is to consolidate, modernize, transform, and operate the application portfolio. This includes:

- Improving the FAS business lines' experience meeting business requirements.
- Reducing the direct interconnectedness of applications.
- Reducing the portfolio of applications.
- Reducing the Operations and Maintenance (O&M) costs of remaining applications.
- Providing a tight coordination of service delivery with the CAMEO (SB) contractor.

C.6 TASKS

The following tasks are in support of this TO and are detailed below:

- Task 1 – Provide Task Order Program Management

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- Task 2 – Execute Transition-In
- Task 3 – Execute Transition-Out
- Task 4 – Provide Portfolio Project Management (For each Division)
- Task 5 – Applications Operations and Maintenance (O&M)
- Task 6 – Application Enhancement and Modernization Support
- Task 7 – Additional Application Support for Existing Applications (Optional Task)
- Task 8 – New Application Development Support (Optional Task)
- Task 9 – Support Security Services
- Task 10 – Service/Help Desk Support
- Task 11 – Strategic Analysis of Application Groups
- Task 12 – Scanning Center Support
- Task 13 – Burlington Support

C.6.1 TASK 1 – PROVIDE TASK ORDER PROGRAM MANAGEMENT

The contractor shall provide program management support under this TO. This includes the management and oversight of all activities performed by contractor personnel, including subcontractors, to satisfy the requirements identified in this Statement of Work (SOW). The contractor shall identify a Program Manager (PM) by name that shall provide executive management, direction, administration, quality control, and leadership of the execution of this TO. The contractor shall schedule meetings and provide deliverables in accordance with **Section F**.

C.6.1.1 SUBTASK 1 – COORDINATE A PROGRAM KICK-OFF MEETING

The contractor shall schedule and coordinate a Program Kick-Off Meeting (see **Section F.5, Deliverable 2**) at the location approved by the Government. The meeting will provide an introduction between the contractor personnel and Government personnel who will be involved with the TO. The meeting will provide the opportunity to discuss technical, management, and security issues, and travel authorization and reporting procedures. At a minimum, the attendees shall include Key contractor personnel, representatives from the GSA OCIO, other relevant Government personnel, and the Federal Systems Integration and Management Center (FEDSIM) Contracting Officer's Representative (COR). At the Kick-Off Meeting, the contractor shall provide a Program Kick-off Agenda (see **Section F, Deliverable 1**) that includes, at a minimum, the following topics/deliverables:

- a. Points of contact (POCs) for all parties
- b. Staffing Plan and status
- c. Security discussion
- d. Invoicing considerations
- e. Transition discussion

The contractor shall provide the following at the Kick-Off Meeting:

- a. All deliverables required to be provided to the Government at the Kick-Off Meeting are listed in **Section F.5**.

C.6.1.2 SUBTASK 2 – PREPARE AND UPDATE A PROGRAM MANAGEMENT PLAN (PMP)

The contractor shall document all support requirements in a PMP. The PMP shall:

- a. Describe the proposed management approach.
- b. Contain detailed Standard Operating Procedures (SOPs) for all tasks.
- c. Include milestones, tasks, and subtasks required in this TO.
- d. Provide for an overall Work Breakdown Structure (WBS) and associated responsibilities and partnerships between or among Government organizations.
- e. Integrated with the contractor's Quality Control Plan (QCP) and Earned Value Management (EVM) Plan.

The contractor shall provide the Government with a draft PMP (see **Section F.5, Deliverable 5**), on which the Government will make comments. The final PMP (see **Section F.5, Deliverable 6**) shall incorporate the Government's comments. The PMP will be updated as changes in the program occur (see **Section F.5, Deliverable 7**). The document will be reviewed and updated as needed on an annual basis, at a minimum. The contractor shall conform to the latest Government approved version of the PMP.

C.6.1.3 SUBTASK 3 – PREPARE A MONTHLY STATUS REPORT (MSR)

The contractor PM shall develop and provide an MSR (see **Section F.5, Deliverable 8**) using Microsoft (MS) Office Suite applications, by the tenth of each month via electronic mail to the Technical Point of Contact (TPOC) and the COR. The MSR shall include:

- a. Activities during reporting period, by application, which shall include any on-going activities, newly started activities, activities completed and activities planned (30/60 day outlook); progress to date on all above mentioned activities; and cost and schedule performance for any activities requiring the use of EVM analysis.
- b. Summarize the impacts of any new software released, and the business value of the releases to GSA and/or the Government as a whole.
- c. Problems and corrective actions taken. Also include issues or concerns and proposed resolutions to address them.
- d. Personnel gains, losses, vacancies (including durations of open billets), and status (security clearance, etc.).
- e. Training provided to current staff.
- f. Government actions required.
- g. Summary of trips taken, conferences attended, etc. (attach Trip Reports to the MSR for the reporting period).
- h. Accumulated invoiced cost for each CLIN through the previous month, reported by Application.
- i. Projected costs of each CLIN for the current month, reported by Application
- j. Estimated costs at completion of the current period of performance reported by Application (Base or Option Period).
- k. Performance of EVM projects.
- l. Significant High and Critical Program Risks Summary.
- m. Summary of Security Vulnerabilities and Trends by Application.

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The contractor shall convene a Monthly Status Meeting with the TPOC, COR, and other vital Government stakeholders (see **Section F.5, Deliverable 13**). The purpose of this meeting will be to present the MSR in order to ensure all stakeholders are informed of the monthly activities and provide opportunities to identify other activities and establish priorities, manage costs, and coordinate resolution of identified problems or opportunities.

The contractor PM shall provide minutes of these meetings, including attendance, issues discussed, decisions made, and action items assigned, to the TPOC and COR within five workdays following the meeting (see **Section F.5, Deliverable 14**).

C.6.1.4 SUBTASK 4 - CONVENE CRITICAL PROJECT REVIEW MEETINGS

The contractor shall convene weekly critical project review meetings with the GSA Associate CIO for Acquisition IT Services to assess the status of projects that the Government has deemed critical (see **Section F.5, Deliverable 15**). This review includes:

- a. Schedule updates
- b. Project dependencies
- c. Risks and issues

C.6.1.5 SUBTASK 5 – DEVELOP EARNED VALUE MANAGEMENT (EVM) PLAN

The contractor shall use contractor-developed EVM templates in accordance with the American National Standards Institute (ANSI)-748/A, the contractor's proposal, and the contractor's EVM systems and standards, see **Section H.19** for further information. The contractor shall coordinate with the Government to determine which of the controls in the ANSI Standard are applied to each project in order to ensure an optimal solution. Performance of EVM program control is executed in Task 4 and is only applicable to projects estimated at \$250,000 or more or as otherwise specified in the Project Classification Schema (**Section J, Attachment D**). EVM controls being applied will vary from project to project as needed.

C.6.1.6 SUBTASK 6 –QUALITY ASSURANCE AND CONTINUOUS IMPROVEMENT

The contractor shall provide a draft Quality Control Plan (QCP) as required in **Section F.5, Deliverable 10**. The final QCP shall incorporate the Government's comments (see **Section F.5, Deliverable 11**). The contractor shall periodically update the QCP, as required in **Section F.5, Deliverable 12**, as changes in program processes occur. At minimum, the QCP shall be reviewed and updated once a year.

Within the QCP, the offeror shall identify its approach for providing quality control in meeting the requirements of the TO. The offeror's QCP shall describe its quality control methodology for accomplishing TO performance expectations and objectives. The offeror shall fully discuss its validated processes and procedures that provide high quality performance for each Task Area. The QCP shall describe how the processes integrate with the Government's requirements and not just state that they are certified in a particular quality standard approach.

The contractor shall also develop and implement a Continuous Improvement Program. This includes, but is not limited to:

- a. Ensuring contractor staff develops highly structured and secure code.
- b. Coordinating efforts with other contractors.

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- c. Coordinating requirements and best practices with GSA OCIO customers.
- d. Conducting end user and business line customer satisfaction surveys.
- e. Identifying effective and efficient code for re-use.
- f. Leveraging existing code and services in meeting business requirements.
- g. Providing recommendations to the OCIO for retiring applications without sacrificing business requirements.

C.6.1.7 SUBTASK 7 – PREPARE TRIP REPORTS

The Government will identify the need for a Trip Report when the request for travel is submitted. The contractor shall keep a summary of all long-distance travel including, but not limited to, the name of the employee, location of travel, reason, activities planned, activities completed, outcomes, milestone progress, duration of trip, and POC at travel location. The contractor shall provide a Trip Report (see **Section F, Deliverable 16**) as requested by the Government.

C.6.1.8 SUBTASK 8 – PROVIDE ENTERPRISE ARCHITECTURE SUPPORT

The supported systems architecture is a shared responsibility between the team supporting this TO and other organizational groups within the OCIO and GSA. For the software, Operating System and/or hardware items that fall under management through this TO, the contractor shall maintain and update the systems architecture in accordance with the appropriate strategic and implementation planning guidance.

The contractor shall ensure any recommended architecture changes are sufficiently sized and robust enough to support the timely execution of workload. When implementing upgrades, the contractor shall ensure integration and compatibility with the most current architectural directives.

The contractor shall ensure all design changes are interoperable with the most current and planned infrastructure. Design concepts shall include provisions for continuous technological improvement that will maximize opportunities for product improvement available from emerging technological advances in the commercial marketplace.

The contractor shall provide technical consulting services to enhance and maintain existing web services and applications, existing database servers, and software required for operating and maintaining the application environment in the development, test, production, and COOP environments.

The contractor shall review SCRs for impacts to the technical architecture, review preliminary and final designs of system changes for compliance with technical architecture principles, and provide training and coaching to O&M staff on tools, techniques, and technologies upon which the technical architecture depends.

The contractor shall provide problem resolution support, identify and resolve problems, fix defects in the technical system architecture and configuration, coordinate with system users to determine symptoms and ensure accurate problem definition and resolution.

The contractor shall provide systems and architecture documentation across the application development, test and production environments including the as-is state as well as changes. The

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contractor shall provide user support and documentation, including web development for user support documentation.

The contractor shall author white papers for topics of importance, such as the Appian vs. Salesforce comparative analysis for the technologies that GSA has listed, Salesforce Administration Team Sizing Strategy, etc.

- Support the OCIO in discussions around new technology, solutions, or any other topics of importance.
- Author white papers and recommendation documents based on Government request.
- Develop Application and Enterprise Strategies for representations of the fundamental organization of the systems, embodied in their components, (i.e. business strategies and processes, application processes and data structures, and hardware and software infrastructures, and their relationships to each other and the environment).

The contractor shall ensure all design changes are interoperable with the most current and planned infrastructure. Design concepts shall include provisions for continuous technological improvement that will maximize opportunities for product improvement available from emerging technological advances in the commercial marketplace.

C.6.1.10 SUBTASK 10 – CHANGE MANAGEMENT

The contractor shall provide extensive change management services throughout the entire application lifecycle (cradle to grave). This includes, but is not limited to:

- a. Impact analysis.
- b. Reviewing, developing, and updating documentation.
- c. Developing training materials for Tier 1 Help Desk providers.
- d. Train the trainer events.
- e. Product demonstrations.
- f. End user forums.
- g. Coordinating with the appropriate business portfolio.
- h. Developing and implementing a training plan.
- i. Other communication and background documentation.

The contractor shall develop and maintain a master schedule of development and releases planned across the application portfolio supported by this TOR within the PMP. This schedule shall be maintained current and compared with actual results to ensure best available data is developed and captured. The contractor shall also coordinate the master schedule developed under this Task with the master schedule developed by the CAMEO (SB) contractor.

C.6.1.11 SUBTASK 11 - ESTABLISH AND MAINTAIN GOOGLE SITE

The contractor shall establish and maintain a Google web portal using GSA's Google platform which both approved contractor and Government personnel can access that contains critical project information (see **Section F.5, Deliverable 19**). The contractor shall have the web portal operational within 30 workdays of Project Start (PS). The web portal shall, at a minimum, contain the following project information:

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- a. Current Project Management Reviews (PMRs)
- b. All previous PMRs since Task Order Award
- c. Current Transition Plan
- d. Current Quality Control Plan
- e. Current EVM Plan
- f. Current and past EVM statistics
- g. Current PMP
- h. All Monthly Status Reports (including appended Trip Reports)
- i. Asset Management Inventory
- j. Status deliverables provided or pending
- k. Current and past period cost data by CLIN
- l. Detailed results of Quality Assurance (QA) audits

As practical, the Government's preference is for the CAMEO SB contractor and CAMEO Large Business (LB) contractor to leverage a similar site structure in order to foster collaboration between the two parties and to provide a repository for Task Order documents.

C.6.1.12 SUBTASK 12 – COORDINATE WITH CAMEO SB AND OTHER CONTRACTORS

The Government has also identified that many applications in the scope of this TO are integrated with other applications that may be managed through the CAMEO SB contractor. Additionally, all applications in the scope of this TO rely on support from other GSA IT shared services (e.g., infrastructure, security, enterprise architecture, etc.) managed by other GSA contractors. As such, the contractor shall ensure these interdependencies are understood, and closely coordinate changes to CAMEO applications to ensure unintended impacts to applications do not occur.

C.6.1.13 SUBTASK 13 – DEVELOP TRANSITION-OUT PLAN

The contractor shall provide a draft Transition-Out Plan within six months of award (see **Section F.5, Deliverable 21**). The Government will work with the contractor to finalize the Plan in accordance with Section E (see **Section F.5, Deliverable 22**). This Plan shall be reviewed and updated on an annual basis at a minimum (see **Section F.5, Deliverable 23**). Additionally, it will be reviewed and updated quarterly during Option Period 4. The Transition-Out Plan shall include all the topics included in the Transition-In Plan. The contractor shall ensure the transition to the next contractor is effectively facilitated and executed.

C.6.2 TASK 2 – EXECUTE TRANSITION-IN

The contractor shall execute its Transition-In Plan no later than (NLT) five workdays after PS. During the transition-in, the contractor shall ensure that there will be minimum service disruption to GSA application availability, no service interruptions to vital Government business, and, no service degradation during and after transition. All transition activities shall be completed 90 calendar days after PS; individual systems and applications may be transitioned using a staged approach. The contractor shall perform an Operational Readiness Review (ORR) that outlines the contractor's preparedness to assume operation of contract duties for each application. The contractor shall assume full application operations, on an individual application basis, only upon written Government approval. The contractor shall provide an Updated Transition-In Plan (see

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Section F.5, Deliverable 9) based on the contractor's draft Plan submitted with the proposal which will be approved by the Government.

The contractor shall provide a weekly Transition Status Report (see **Section F.5, Deliverable 3**). On an application level, this report shall detail:

- a. The application transition phase, as identified in the contractor's Transition Plan.
- b. Performance against the contractor's application transition schedule.
- c. Status of any in-flight or in-progress projects.
- d. The contractor's staffing status, to include security processing.
- e. The contractor's applications acceptance plan, checklist, schedule, and process.
- f. Transition risk management and mitigation.
- g. Coordination and activities with the previous application management contractor.

C.6.3 TASK 3 – EXECUTE TRANSITION-OUT

The Transition-Out Plan shall facilitate the accomplishment of a seamless transition from the incumbent to a new service provider at end of TO performance. The contractor shall execute the approved Transition-Out Plan within the time specified in the Transition-Out Plan. The contractor shall identify how it will coordinate with the new service provider to transfer knowledge regarding the following:

- a. Project management processes.
- b. Points of contact.
- c. Location of technical and project management documentation.
- d. Status of ongoing technical initiatives.
- e. Appropriate contractor-to-contractor coordination to ensure a seamless transition.
- f. Transition of Key Personnel.
- g. Transition of Government-Furnished Property (GFP) to the new contractor.
- h. Schedules and milestones.
- i. Actions required of the Government.

The contractor shall also establish and maintain effective communication with the incoming contractor/Government personnel for the period of the transition via weekly status meetings, or other interchanges identified by the COR.

C.6.4 TASK 4 – PROVIDE PORTFOLIO PROJECT MANAGEMENT (FOR EACH DIVISION)

The contractor shall provide portfolio project management support for each Division listed below:

- Asset and Transportation Management Division (ATM)
- Business Intelligence Division (BI)
- Contract Service Management Division (CSM)
- eCommerce

The contractor shall be responsible for assigning Tasks to its staff. This includes the management and oversight of all activities performed by contractor personnel, including subcontractors, to satisfy the requirements identified in this SOW. The contractor shall identify a Portfolio Project Manager (PPM) by name for each of the four Divisions who shall provide

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management, direction, administration, quality control, and leadership of the execution of all tasks within the Division.

C.6.4.1 SUBTASK 1 –BI-WEEKLY STATUS REPORTING (BSR)

The contractor PPM shall provide a Division-level BSR for each Application set (see **Section F.5, Deliverable 24**) for each Application Group, on Friday of every other week via electronic mail to the TPOC, the COR, and the Division Director. The BSR shall include:

- a. A summary of continuing activities and action items carried over from the prior report, updated to include the current period's performance.
- b. Problems and corrective actions taken. Also include issues or concerns and proposed resolutions to address them.
- c. Government actions required.
- d. Project performance.
- e. Any significant risks.
- f. Root Cause Analysis Reports.

C.6.4.2 SUBTASK 2 – CONVENE TECHNICAL STATUS MEETINGS

The contractor PPM shall convene a Technical Status Meeting as needed with the Division Director(s), TPOC, COR, and other vital Government stakeholders (see **Section F.5, Deliverable 25**). The purpose of this meeting is to ensure that the Government has all the required information to make decisions, manage stakeholders, and coordinate activities. The contractor shall provide minutes of these meetings, including attendance, issues discussed, decisions made, and action items assigned, to the TPOC and the COR within five workdays following the meeting (see **Section F.5, Deliverable 26**).

C.6.4.3 SUBTASK 3 – CHANGE MANAGEMENT

The contractor shall provide change management services throughout the entire application lifecycle (cradle to grave). This includes, but is not limited to:

- a. Impact analysis.
- b. Reviewing and updating documentation.
- c. Developing training materials for Tier 1 Help Desk providers.
- d. Train the trainer events.
- e. Product demonstrations.
- f. End user forums.
- g. Coordinating with the appropriate business portfolio.
- h. Developing and implementing a training plan.
- i. Other communication and background documentation.

The contractor shall develop and maintain a master schedule of development and releases planned across each Application Set. This schedule shall be maintained current and compared with actual results to ensure best available data is developed and captured.

C.6.4.4 SUBTASK 4 – SYSTEM DOCUMENTATION

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The contractor shall ensure that proper system documentation is developed and/or updated in accordance with current GSA OCIO policies. This includes compliance with GSA's SDLC Guidance Table (see **Section J, Attachment F**), GSA FAS Project Classification Schema (see **Section J, Attachment D**), the contractor's Project Management Plan, and the contractor's QCP. This includes, but is not limited to, all design, engineering, coding, testing, release, and user documentation requirements. The GSA SDLC Guidance includes a table which defines the various artifacts and whether an artifact is required based upon the project class.

C.6.4.5 SUBTASK 5 – UPDATE MANAGEMENT DASHBOARD

The contractor shall support the GSA Dashboard and provide real-time or near real-time information for each project as needed. This information update shall include:

- a. Project description
- b. Government PM and contractor PPM
- c. Customer/Business owner
- d. Milestones and dates (planned and actual)
- e. Planned and actual costs
- f. Risks and planned mitigation strategies

C.6.5 TASK 5 –APPLICATION OPERATIONS AND MAINTENANCE (O&M)

For the purpose of this TO, O&M is defined as follows: activities and functions carried out to ensure existing applications perform as intended.

The contractor shall provide application lifecycle management for supported applications during the TO period of performance. The contractor shall follow all applicable standards and guidelines for software development, systems management and service delivery using the GSA SDLC (**Section J, Attachment F**), as well as ITIL® v3 and CoBIT® as industry best-practice guides when appropriate. The Government shall provide/host the development environment for the Unisys Mainframe environment. Upon award, the Government shall also provide/host the development environment for all open systems. Upon contractor request, hosting of the development environment for specified applications may be moved, post award with Government approval, to the contractor's or subcontractor's development environment.

The contractor shall bring all critical system failures to the attention of the Government immediately.

C.6.5.1 SUBTASK 1 – REQUIREMENTS DEVELOPMENT (As Needed)

Upon Government request, the contractor shall review, accept, develop, or enhance a Requirements Document. This document will identify the requirements to meet user business needs, identify the functional and nonfunctional requirements, and any technical constraints or requirements.

C.6.5.2 SUBTASK 2 – TECHNICAL DESIGN DEVELOPMENT (As Needed)

The contractor shall review the requirements and design documents and develop a Detailed Technical Design Document, identifying any tools required, as well as the level of effort and duration of the development required. This shall include:

- a. The platform and technologies to be used.

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- b. The use of existing Service Oriented Architecture (SOA) services.
- c. The re-use of existing code.
- d. A systems interface impact assessment.
- e. The design structure of modules.
- f. A Requirements Traceability Matrix (RTM).
- g. An estimate for the level of effort and cost for the project.
- h. A WBS and project schedule.
- i. A preliminary release schedule.
- j. Leveraging the use of Application Prototyping.

C.6.5.3 SUBTASK 3 – PROGRAMMING/CODING (As Needed)

Upon Government approval, the contractor shall commence with the development of the project. All programming shall be contained in a Non-Production Environment and in accordance with the Technical Design Document.

The contractor shall report the progress of development as part of the BSR (**Section C.6.1.9**).

C.6.5.4 SUBTASK 4 – TESTING (As Needed)

The contractor shall test all development and perform all testing required by the GSA SDLC (**Section J, Attachment F**), Testing Handbook (**Section J, Attachment E**), or other Government-approved process/methodology. Testing shall include, but is not limited to:

- a. Functional testing to ensure all requirements are satisfied.
- b. Validation that any required user documentation is accurately portrayed.
- c. Compatibility testing with all interconnected systems.
- d. Compliance testing with Section 508 of the Americans with Disabilities Act.
- e. Performance testing.
- f. Regression testing.
- g. User Acceptance Testing (UAT) (when required).

The contractor shall develop reusable test cases for each requirement and trace it back to the individual requirements or use case. Upon completion of testing, the contractor shall provide a Test Analysis Report (TAR) (see **Section J, Attachment CC**) to the specified Government personnel. Upon receipt of Government approval of the TAR, all materials and code are transitioned to Subtask 5 (**Section C.6.5.5**) for final review, configuration management, and release management.

The contractor shall prepare for and implement a scheduled release of the application/enhancement. The contractor shall notify and coordinate with Service/Help Desk staff to ensure that its staff is prepared to support the application/enhancement.

C.6.5.5 SUBTASK 5 – CONFIGURATION, BASELINE, AND RELEASE MANAGEMENT

C.6.5.5.1 CONFIGURATION AND BASELINE MANAGEMENT

The contractor shall operate and manage all production applications in a consistent manner across the TO. This includes all required services, with the exception of managing the infrastructure and security services. Note: The Government will ensure that all networks, connections, and servers are maintained and patched at the Operating System level. The contractor shall actively monitor and manage all applications and support the necessary infrastructure activities related to system upgrades, patching, system migrations, consolidations, and updates to software supporting application systems planned by the infrastructure support team(s), which may occur during non-business hours.

This includes, but is not limited to:

- a. Preparing and updating the Configuration Management Plan.
- b. Providing Configuration Management Reports.
- c. Providing Status Accounting Reports.

SECTION C – PERFORMANCE-BASED STATEMENT OF WORK

- d. Maintaining, and ensuring adequate archival copies of configuration management tools, systems, and data.
- e. Ensuring compliance with the SDLC artifacts required for each application and placing SDLC artifacts in its appropriate management location.
- f. Ensuring there are clear relationships between source code versions and baselines.
- g. Performing configuration audits; a formal examination of the configuration records and system documentation to verify that a system is accurately documented and approved changes to the baseline(s) have been incorporated, documented, tested, and are traceable to functional requirements, in accordance with the FAS SDLC Guidelines.
- h. Ensuring that vendor-developed patches to underlying systems, technologies, or tools are identified promptly in accordance with GSA's security requirements.
- i. Testing patches to underlying technology.
- j. Implementing approved patches.
- k. Ensuring Application stability and availability.
- l. Tracking Application Uptime (Note: To be considered available, all aspects of an application must be fully available).
- m. Implementing and managing version control, to include code control, recovery, or other procedures to keep to all environments synchronized (development, test, and production).
- n. Ensuring effective baseline management.
- o. Deploying releases.
- p. Administering Issue Management, including maintaining relationships between issues and versions/baselines/releases.
- q. Troubleshooting and remediating application failures and/or poor performance.
- r. Regressing prior releases when issues are identified with new releases.
- s. Coordinating with all GSA Help Desks and/or contractors.
- t. Maintaining and administering SBM and ALM.
- u. Developing migration plans as required.
- v. Developing lessons learned documents as required.
- w. Developing communications plans as required.
- x. Developing and maintaining system inventory as required.
- y. Developing UAT Plans as required.

The contractor shall ensure that all security issues identified by vulnerability scanning shall be resolved in accordance with the GSA IT Security Policy (CIO P 2100.1H (09/24/2012), see **Section J, Attachment L**, or updated version as provided by the GSA.

The contractor shall support all Security Assessment, Payment Card Industry (PCI) Data Security Standards (DSS), and other audit activities in accordance with the IT Security Procedural Guide Managing Enterprise Risk (CIO-IT Security-06-30 revision 7 (05/31/2011); see **Section J, Attachment J** or updated version as provided by the GSA.

C.6.5.5.2 RELEASE MANAGEMENT

The contractor shall participate in release planning and execution in coordination with other GSA stakeholders and contractors to ensure releases do not impact operations.

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The contractor shall maintain a Release Management Portal to track the Release process steps and status including GSA approvals for each application. The CAMEO (SB) and CAMEO (LB) contractors shall leverage the same site structure.

The contractor shall develop and update a Release Management Plan, which describes the plan for the distribution of software to ensure that a new release will function as intended when introduced into the existing infrastructure. GSA has three types of releases:

- a. Major Software Release - This contains significant new functionality, some of which may make intervening fixes to problems redundant. A major upgrade or release usually includes all preceding minor upgrades, releases, and emergency fixes.
- b. Minor Software Release - This contains small enhancements and fixes, some of which may have already been issued as emergency fixes. A minor upgrade or release usually includes all preceding emergency fixes.
- c. Emergency Release - This contains corrections to a small number of known problems on an expedited timeline. If an emergency release is necessary to restore operations this must be approved by the Government.

The contractor shall review configuration and development documentation for all applications. The contractor shall identify potential risks and documentation deficiency and coordinate with other development teams to resolve issues prior to application deployment. The contractor shall prepare for and implement a scheduled release of the application/enhancement. The contractor shall notify and coordinate with Service/Help Desk staff to ensure that its staff is prepared to support the application/enhancement.

The contractor shall:

- a. Conduct deployment plan review for accuracy.
- b. Review documentation for any issues based on current functionality.
- c. Conduct smoke testing in production.
- d. Conduct regression and end-end testing.
- e. Notify users of upcoming releases.
- f. Update system change requests to reflect updates through the release process.
- g. Coordinate release management with configuration management.
- h. Baseline application performance in production, working with the Infrastructure group, using the provided tools, for applications where it is applicable.
- i. Maintain release notes and version description documentation.
- j. Provide training to Help Desk staff as needed.
- k. Develop user materials and provide training when necessary for updated/new functionality.
- l. Prepare and Issue Release Notices as needed.

The contractor shall release software upon approval by the Government.

C.6.5.6 SUBTASK 6 – DATA AND DATABASE MANAGEMENT

The contractor shall provide data management support under this TO. The contractor shall develop, execute, and maintain a data management plan that addresses how the contractor will manage program software artifacts and documentation.

SECTION C – PERFORMANCE-BASED STATEMENT OF WORK

In collaboration with the GSA Infrastructure organization, the contractor shall monitor supported system database environments for performance issues, correct any issues, and, if required, coordinate interactions with hosting or other development activities. The contractor shall monitor and sustain databases, and incorporate changes or updates, to the supported data models, schemas, and related support software. The contractor shall provide continuous improvement in the integration of information within the database to facilitate data sharing across information systems.

The contractor shall perform routine database administration for mainframe activities, including:

- a. Making instance and database configuration changes.
- b. Performing Software upgrades/patches.
- c. Managing file system mounts.
- d. Indexing and Re-indexing the databases.
- e. Redesigning the database.
- f. Creating table spaces, containers, etc.
- g. Building and copying databases.
- h. Developing and maintaining Shell, Structured Query Language (SQL) scripts.
- i. Processing database requests, including grant privilege requests, new development schema requests, SQL tuning requests, database backups and/or restores, troubleshooting (finding/resolving deadlocks), and production data extracts.
- j. Processing change requests to implement data repairs.
- k. Building, creating, refreshing, and maintaining the replication databases.
- l. Monitoring all databases and the status of active jobs, resolving any errors with jobs failing to run.
- m. Consulting with analysts and developers on data features, table features, and SQL strategy, including documentation and classes.
- n. Maintaining or creating new data dictionaries.
- o. Validating data extract performance.
- p. Designing, implementing, and supporting perspectives and data marts.
- q. Reviewing and recommending improvements to SQL code for performance.
- r. Analyzing, recommending, and implementing approved changes affecting database design.
- s. Designing new database structures.
- t. Designing, implementing, and supporting the Object Data Model.
- u. Maintaining the automated model transition tool.
- v. Developing and maintaining Extract, Transform, and Load (ETL) procedures.
- w. Analyzing proposed Change Requests for database impacts.
- x. Participating in Joint Analysis and Design (JAD) sessions for Change Requests requiring database changes.

C.6.5.7 SUBTASK 7 - PROBLEM MANAGEMENT AND DEFECT RESOLUTION

The contractor shall perform problem management and implement software and system solutions (i.e., fixes) as identified by the Government. As appropriate, the contractor shall coordinate any interactions with entities interfacing with the supported systems. Contractor maintenance activities shall follow GSA OCIO SDLC guidelines or other Government-approved approach.

SECTION C – PERFORMANCE-BASED STATEMENT OF WORK

Some software related incidents opened by the technical support staff may be converted to Problem Reports (PR) and, subsequently, Change Requests (CR). The Government categorizes the PRs and CRs as high, medium, or low depending on impact to the system. Under this Task, the contractor shall be responsible for identifying, triaging, developing, and deploying bug fixes and Government-agreed-upon, minor enhancements to the supported systems.

C.6.5.8 SUBTASK 8 - USER TRAINING (As Needed)

The contractor shall develop and conduct user training for applications as training requests are received. This training, which can be delivered in a variety of formats, focuses on the functionality of applications.

C.6.5.9 SUBTASK 9 – APPLICATION DECOMMISSIONING (As Needed)

The contractor shall, when approved by the Government, prepare for and execute the decommissioning of applications. Upon approval, the contractor shall:

- a. Prepare an application decommission plan that adheres to GSA policies. This plan will identify any integrations, extensions, or usage from/to all other GSA applications.
- b. Execute the application decommission plan.
- c. Prepare required user communications to prepare them for the changes resulting from the decommissioning of the application.
- d. Provide support for archiving data kept on the application.
- e. Ensure all needed user functionality is provided through other applications when required.
- f. Create archival copies of all source code, baselines, releases, documentation, and all other artifacts required to re-deploy the decommissioned application.
- g. Execute the decommissioning of the application.

C.6.6 TASK 6 – APPLICATION ENHANCEMENT AND MODERNIZATION SUPPORT

For the purpose of this TO, application enhancement and modernization is defined as follows: all activities and functions within the SDLC required to deploy new functionality for an existing application, or to otherwise modernize the ‘back end’ or ‘front end’ of an application. This support also includes application migration from current technical architecture to existing GSA platforms (i.e. Salesforce) when appropriate.

The contractor shall enhance and modernize applications as needed to meet GSA business needs. The contractor shall conform to the GSA SDLC (**Section J, Attachment F**) or ensure compliance with other Government-approved methodology.

When a project has been approved by the Government, the contractor shall follow the existing development methodology and provide the artifacts listed for that methodology and project classification level. The contractor shall make additional recommendations to develop the project in the most effective manner possible and all deliverables shall provide business value to GSA.

C.6.6.1 SUBTASK 1 – REQUIREMENTS DEVELOPMENT

Upon receipt of Change Control Board (CCB) approval, the contractor shall review, accept, develop, or enhance a requirements document. This document will identify the requirements to meet user business needs and any technical constraints or requirements. The contractor shall clearly identify all existing functionality distinct from the requested/desired enhancements.

C.6.6.2 SUBTASK 2 – TECHNICAL ARCHITECTURE DEVELOPMENT

The contractor shall review the existing design and architecture documents, and identify a strategy to meet the new functional requirements that maximizes GSA's standards and platforms, code re-use, efficiency, and GSA's Service Oriented Architecture. The results of this shall be captured in a Technical Architecture Document.

The Technical Architecture Document shall be comprehensive, include all existing and to-be architectural requirements, and shall meet all functional requirements. Additionally, the contractor shall:

- a. Follow the architecture guidelines for each platform or technology used for the development of the project.
- b. Follow industry code conventions (i.e., Java code conventions) or other standard coding practices in development.
- c. Incorporate all GSA security guidelines throughout the development process, leveraging the static code analysis tools such as Fortify to produce secure code.

C.6.6.3 SUBTASK 3 – TECHNICAL DESIGN DEVELOPMENT

The contractor shall review the requirements and design documents and develop a detailed Technical Design Document identifying any tools required and the level of effort and duration of the development required. This shall include:

- a. The platform and technologies to be used.
- b. The use of existing SOA services.
- c. The re-use of existing code.
- d. The design structure of modules.
- e. An RTM.
- f. An estimate of the level of effort and cost for the project.
- g. A WBS and project schedule.
- h. A preliminary release schedule.
- i. Leveraging the use of Application Prototyping.

C.6.6.4 SUBTASK 4 – PROGRAMMING/CODING

Upon Government approval, the contractor shall commence with the development of the project. All programming shall be contained in a Non-Production Environment and in accordance with the Technical Design Document. Where applicable, coders will include Fortify scanning and Fortify scanning results.

The contractor shall report the progress of development as part of the BSR in **Section C.6.4.10**.

C.6.6.5 SUBTASK 5 – TESTING

SECTION C – PERFORMANCE-BASED STATEMENT OF WORK

The contractor shall test all development and perform all testing required by the GSA SDLC (**Section J, Attachment F**) or Testing Handbook (**Section J, Attachment E**). The testing shall include, but is not limited to:

- a. Analyzing the resource requirements and skill sets for testing.
- b. Creating test plans, scenarios, scripts, and data based on the business requirements which are suitable for the application design.
- c. Performing and coordinating test readiness reviews.
- d. Scheduling and executing tests.
- e. Conducting functional testing to ensure all requirements are satisfied.
- f. Conducting integration testing to ensure all compatibility is maintained to/from all external applications.
- g. Conducting load testing to ensure that platform requirements are identified and maintained.
- h. Security testing to ensure compliance with all GSA and Federal security policies.
- i. Testing for compliance with Section 508 of the American with Disabilities Act.
- j. Documenting and maintaining test results in the approved Configuration Management System.
- k. Validating that any required user documentation is accurately portrayed.
- l. Conducting compatibility testing with all interconnected systems.
- m. Conducting performance testing.
- n. Conducting regression testing.
- o. Maximizing the use of robust automated testing tools to support the comprehensive testing requirements suitable to the complexity of the application.

The contractor shall adhere to the GSA FAS Standard Operating Procedures for Static Code Scanning (12/17/2012), see **Section J, Attachment H**, or updated version as provided by the GSA. The contractor shall ensure that all security issues identified by vulnerability scanning shall be resolved in accordance with the GSA Information Technology (IT) Security Policy (CIO P 2100.1H (09/24/2012), see **Section J, Attachment L**, or updated version as provided by the GSA.

The contractor shall develop reusable test cases for each requirement and trace it back to the individual requirements or use case. Upon completion of testing, the contractor shall provide a Test Analysis Report (TAR), see **Section J, Attachment CC**, to the specified Government personnel. Upon receipt of Government approval of the TAR, all materials and code are transitioned to Task 5, Subtask 5 (**Section C.6.5.5**) for final review, Configuration Management, and Release Management.

C.6.7 TASK 7 – ADDITIONAL APPLICATION SUPPORT FOR EXISTING APPLICATIONS (OPTIONAL)

During performance of this TO, the Government may transition additional existing applications to the portfolio to meet business requirements; these applications will be within the general scope of all of the application sets listed in **Section J, Attachment C**.

Upon receipt of information regarding the additional application that requires support, the contractor shall provide an estimated level of effort and estimated cost for the application. Upon Government acceptance of the estimated level of effort and cost, the contractor shall provide the

SECTION C – PERFORMANCE-BASED STATEMENT OF WORK

same services contained in Task 5 (Applications Operations and Maintenance (O&M)) and Task 6 (Application Enhancement and Modernization Support), and they shall be included in Tasks 1-4, 9 (Support Security Services), and 10 (Service/Help Desk Support).

Depending on the origin of the transitioned system, a configuration audit may be required. This will be a formal examination of the configuration records and system documentation to verify the system is accurately documented and approved changes to the baseline(s) are incorporated, documented, tested, and traceable to functional requirements, in accordance with GSA guidelines.

C.6.8 TASK 8 – NEW APPLICATION DEVELOPMENT SUPPORT (OPTIONAL)

During performance of this TO, the Government may require additional applications to be developed to meet business requirements. The contractor shall provide the same services contained in Task 6 (Application Enhancement and Modernization Support) for these applications, and they shall be included in Tasks 1 (Task Order Program Management), 3 (Execute Transition-Out), and 4 (Portfolio Project Management).

C.6.9 TASK 9 – SUPPORT SECURITY SERVICES

C.6.9.1 TASK 1 – INFORMATION ASSURANCE

The contractor shall provide dedicated Information System Security Officer (ISSO) support for OCIO applications which, when combined, are approximately eight Federal Information Processing Standards (FIPS) 199 moderate impact Federal Information Security Management Act (FISMA) systems. The contractor shall:

- a. Validate system hardware and software inventories.
- b. Interpret operating system, database, and web application vulnerability scan reports.
- c. Write and update security documentation (System Security Plans, Contingency Plans, Business Impact Analysis, Privacy Impact Assessments, etc.).
- d. Track and manage existing and future vulnerabilities through the system Plan of Action and Milestones (POA&M).
- e. Review and track firewall change requests and steward requests through the change request process.
- f. Support Security Assessment, PCI DSS, and other audit activities.
- g. Support Contingency Plan Testing.
- h. Support Annual FISMA Self Assessments.
- i. Ensure compliance with the GSA Information Technology (IT) Security Policy (CIO P 2100.1H (09/24/2012) or updated version as provided by the GSA.
- j. Respond to security incidents per GSA security policy.
- k. Ensure compliance with the IT Security Procedural Guide Managing Enterprise Risk (CIO-IT Security-06-30 revision 7 (05/31/2011) or updated version as provided by the GSA.
- l. Ensure compliance with IT Procedural Guide Security Language for IT Acquisition Efforts (CIO-IT Security-09-48 revision 1 (12/06/2009) or updated version as provided by the GSA.

C.6.9.2 SUBTASK 2 – SUPPORT ASSESSMENT AND ACCREDITATION (A&A)

SECTION C – PERFORMANCE-BASED STATEMENT OF WORK

The contractor shall provide support to all required A&A documentation and services required to support the A&A process for all applications included in this TO. The contractor is not the responsible party for the A&A process; however, the contractor shall support this process. This includes, but is not limited to:

- a. Continuous monitoring support.
- b. Maintaining and monitoring controls within the System Security Plan.
- c. Supporting the A&A process.
- d. Performing Privacy Impact Assessments (PIA).
- e. Maintaining PCI DSS as appropriate.
- f. Providing evidence.
- g. Responding to inquiries/questions.
- h. Remediating issues identified in PoAMs as specified by Security Policy.

C.6.10 TASK 10 – SERVICE/HELP DESK SUPPORT

The contractor shall manage, maintain, and conduct the day-to-day Tier 2 and Tier 3 Help Desk functions and operations. For the Tier 2 Help Desk, the functions and operations are primarily for the FSS Online application. The contractor shall respond to all inquiries received from the current Tier 1 Help Desk operator through the current GSA Service Desk ticketing system. The contractor shall leverage the Government-provided Service Now application as a part of its comprehensive Tier 2 and Tier 3 solution. The contractor shall resolve all incidents, within its control/immediate control, that impact existing functionality for all applications governed by this TO. For incidents requiring other resolver groups, the contractor shall coordinate with and support that resolver group.

The contractor shall operate the Tier 2 and Tier 3 Help Desk during core business hours (see **Section J, Attachment D** for core hours for each application) on Monday through Friday, excluding Federal holidays.

For purposes of this TO, the following are representative tasks performed at each support level:

- a. Tier 1 Support – Provides basic applications and technical analysis, procurement system workflow assistance, and routine data administration and manipulation. This “front line” support request may arrive via telephone, email, or on-line incident submission, and all requests for assistance shall be logged in and be ready for analysis through the Government-provided incident tracking (feedback) system. (**NOT** within scope of this TO.)
- b. Tier 2 Support – Provides users more complex support and subject matter expertise on supported software applications to include hardware and software technical assistance and service requests from the Tier 1 level.
- c. Tier 3 Support – Provides more advanced technical support on highly complex inquiries and support on critical calls that may have an immediate negative impact on operations. Engineers and certified applications personnel may respond to technical issues escalated from Tier 2 or as directed from the Government

C.6.11 TASK 11 – STRATEGIC ANALYSIS OF APPLICATION GROUPS

SECTION C – PERFORMANCE-BASED STATEMENT OF WORK

The contractor shall provide an analysis of the application portfolio and identify technologies to enhance GSA's application portfolio, reduce the interconnectedness in the environment, and capitalize on advancements in software development, automated testing, release methodologies, managing external interfaces, software security, mobile computing, data storage, and hosting environment. For each analysis, the contractor shall utilize the following criteria: business need, availability, maintainability, scalability, reliability, and conformance to Federal functional, security, and budgetary requirements.

The contractor shall identify the resources required to implement each recommendation. As required by the Government, the contractor shall deliver a system analysis. Approved recommendations shall follow the appropriate actions as outlined in Task 5 – Application Operations and Maintenance and/or Task 8 – New Application Development Support.

C.6.12 TASK 12 - SCANNING CENTER SUPPORT

The contractor shall support and manage Enterprise Content Management System (ECMS) scanning centers; this includes regional locations. Actual scanning of documents is **NOT** within the scope of this TO. Scanning centers are in the following locations:

- Chantilly, Virginia (Captiva)
- Sterling, Virginia (Captiva)
- Region 2: New York, New York (Captiva)
- Region 3: Philadelphia, Pennsylvania; set-up but not currently in use (Captiva)
- Region 6: Kansas City, Missouri (Captiva)
- Region 7: Fort Worth, Texas (Captiva)
- Region 9: San Francisco, California; planned for FY14
- Region 10: Auburn, Washington (Captiva)
- Eastern Distribution Center (EDC) (Kofax)
- Western Distribution Center (WDC) (Kofax)

In order to provide support and manage ECMS scanning centers, the contractor shall:

- a. Participate in building and installing InputAccel Server, InputAccel Modules, and Kofax Server software.
- b. Track and report out on the number of pages scanned each quarter at each scanning center to ensure output stays within the designated license from EMC for that scanning center. Report out on the number of pages scanned, daily and weekly, to the ECMS team.
- c. Provide schedule and cost estimates for scanning progress.
- d. Troubleshoot and resolve issues with scanning centers.

C.6.13 TASK 13 – BURLINGTON SUPPORT

The contractor shall support the EDC on-site in Burlington, New Jersey; the contractor shall:

- a. Manage Phoenix Warehouse Management System (WMS) user accounts and logins for Burlington, Kansas City, Auburn, and Philadelphia.
- b. Troubleshoot and resolve daily operational issues with Phoenix WMS.
- c. Create and test SCRs as needed.

SECTION C – PERFORMANCE-BASED STATEMENT OF WORK

- d. Manually enter shipment confirmation for requisitions (approximately 2,000/month) within Phoenix WMS where the carrier (FedEx International) does not provide electronic files.
- e. Address daily corrections for WDC and Consolidated Supply Center (CSC) orders (approximately 20 orders/day need to be addressed).
- f. Retrieve various confirmation files daily from carriers and ensure they are available for Phoenix WMS to process records back to FSS19 supply carriers with address information for shipments.
- g. Daily printing of 1348s, manifests, and military shipping labels for FSS19 cycle work and CSC cycle work (process and print an average of 3,400 requisitions/day).
- h. Print hazardous and marking labels required for shipping hazardous material (approximately 264,135 labels were printed in 2013).
- i. Provide service for 20 zebra printers located in the production room and throughout the warehouse as service for these printers is not covered under another TO.
- j. Process daily point of sales files received from Kalseriautem, Djibouti, and the White House.
- k. Retrieve files daily from transportation carriers and ensure they are available for Phoenix WMS to process records back to FSS19.
- l. Create and send daily reports as required.
- m. Provide Burlington users and management with various reports on order tracking and operations, using query tools such as URSA and Crystal Reports.
- n. Create URSA specifications when requested.

SECTION D - PACKAGING AND MARKING

NOTE: The Section numbers in this TO correspond to the Section numbers in the Alliant Contract.

D.1 PRESERVATION, PACKAGING, PACKING, AND MARKING

All deliverables submitted to the Government shall indicate the contract number, TO number, contractor's name, description of items contain therein and the consignee's name and address for which the information is being submitted. The contractor shall follow the marking requirements specified by the Government.

SECTION E - INSPECTION AND ACCEPTANCE

NOTE: The Section numbers in this TO correspond to the Section numbers in the Alliant Contract.

E.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This TO incorporates the following clauses by reference with the same force and effect as if they were given in full text. Upon request, the CO will make their full text available. Also, the full text of a provision may be accessed electronically at:

FAR website: <https://www.acquisition.gov/far/>

CLAUSE #	CLAUSE TITLE	DATE
52.246-3	Inspection of Supplies – Cost Reimbursement	(May 2001)
52.246-5	Inspection of Services – Cost Reimbursement	(Apr 1984)

E.2 PLACE OF INSPECTION AND ACCEPTANCE

Inspection and acceptance of all work performance, reports, and other deliverables under this TO shall be performed by the FEDSIM COR.

E.3 SCOPE OF INSPECTION

All deliverables will be inspected for content, completeness, accuracy, and conformance to TO requirements by the FEDSIM COR. Inspection may include validation of information or software through the use of automated tools, testing, or inspections of the deliverables, as specified in the TO. The scope and nature of this inspection will be sufficiently comprehensive to ensure the completeness, quality, and adequacy of all deliverables.

The Government requires a period NTE 15 workdays after receipt of final deliverable items for inspection and acceptance or rejection.

E.4 BASIS OF ACCEPTANCE

The basis for acceptance shall be compliance with the requirements set forth in the TO, the contractor's proposal, and relevant terms and conditions of the contract. Deliverable items rejected shall be corrected in accordance with the applicable clauses.

The following acceptance criteria also apply to this TO.

- a. Reports, documents, and narrative-type deliverables will be accepted when all discrepancies, errors, or other deficiencies identified in writing by the Government have been corrected.
- b. If the draft deliverable is adequate, the Government may accept the draft and provide comments for incorporation into the final version.
- c. All of the Government's comments on deliverables must either be incorporated in the succeeding version of the deliverable, or the contractor must demonstrate to the Government's satisfaction why such comments should not be incorporated.

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- d. If the Government finds that a draft or final deliverable contains spelling errors, grammatical errors, or improper format, or otherwise does not conform to the requirements stated within this TO, the document may be immediately rejected without further review and returned to the contractor for correction and resubmission. If the contractor requires additional Government guidance to produce an acceptable draft, the contractor shall arrange a meeting with the FEDSIM COR.
- e. For all development efforts, the final acceptance will occur when all discrepancies, errors, or other deficiencies identified in writing by the Government have been resolved through documentation updates, program correction, or other mutually agreeable methods.

E.5 DRAFT DELIVERABLES

The Government will provide written acceptance, comments, and/or change requests, if any, within 15 workdays (unless specified otherwise in **Section F**) from Government receipt of the draft deliverable. Upon receipt of the Government's comments, the contractor shall have ten workdays to incorporate the Government's comments and/or change requests and to resubmit the deliverable in its final form.

E.6 WRITTEN ACCEPTANCE/REJECTION BY THE GOVERNMENT

The Government shall provide written notification of acceptance or rejection of all final deliverables within 15 workdays (unless specified otherwise in **Section F**). All notifications of rejection will be accompanied with an explanation of the specific deficiencies causing the rejection.

E.7 NON-CONFORMING PRODUCTS OR SERVICES

Non-conforming products or services will be rejected. Deficiencies shall be corrected, by the contractor, within ten workdays of the rejection notice. If the deficiencies cannot be corrected within ten workdays, the contractor shall immediately notify the FEDSIM COR of the reason for the delay and provide a proposed corrective action plan within ten workdays.

For CPAF CLINs:

If the contractor does not provide products or services that conform to the requirements of this TO, the Government will document the issues associated with the non-conforming products or services in the Award Fee Determination, and there will be an associated reduction in the earned award fee.

SECTION F – DELIVERABLES OR PERFORMANCE

NOTE: The Section numbers in this TO correspond to the Section numbers in the Alliant Contract.

F.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This TO incorporates the following clauses by reference with the same force and effect as if they were given in full text. Upon request the CO will make their full text available. Also, the full text of a provision may be accessed electronically at:

FAR website: <https://www.acquisition.gov/far/>

CLAUSE #	CLAUSE TITLE	DATE
52.242-15	Stop-work Order	(Aug 1989)
52.242-15	Stop-work Order (Alternate I)	(Apr 1984)

F.3 TASK ORDER PERIOD OF PERFORMANCE

The period of performance for this TO is a one-year base period followed by a one-year First, Third, and Fourth Option Period, a four and a half-month Second Option Period, and a seven and a half-month Fifth Option Period.

F.4 PLACE OF PERFORMANCE

Place of Performance is primarily at the contractor's location(s) for Tasks 1 through 12. The contractor's Key Personnel and the Key Personnel's direct reports shall be located within a 50 mile radius of the GSA Headquarters (HQ) office at 1800 F Street NW, Washington, D.C. 20405 so that they may attend meetings at GSA HQ as needed. Contractor personnel may be required to attend meetings at other locations within the metropolitan Washington DC area.

There are no proximity requirements for contractor personnel beyond the Key Personnel and the Key Personnel's direct reports other than to be located in the contiguous United States.

Additionally, the place of performance for Task 13, Burlington Support is:

Burlington Operations Support
Eastern Distribution Center
1900 River Road
Burlington, NJ 08016-2100

If GSA requires travel outside of the metropolitan Washington, D.C. area, then the Government will authorize and pay for travel in accordance with Federal Travel Regulations and Section H.23.

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F.5 DELIVERABLES

The following schedule of milestones will be used by the FEDSIM COR to monitor timely progress under this TO.

The following acronyms apply to this section:

IAW In Accordance With
 NLT Not Later Than
 OP Option Period
 PMP Project Management Plan
 PS Project Start
 TOA Task Order Award
 WD Workdays

All days are workdays unless otherwise stated. Deliverables are due the next Government workday if the due date falls on a holiday or weekend. **Other deliverables not listed in the table below, but referenced in Section C above and governed by the SDLC process, may be required as directed by the Government during TO performance.** The contractor shall submit the deliverables listed in the following table:

NO	MILESTONE/DELIVERABLE	TOR REFERENCE	PLANNED COMPLETION DATE
	Project Start (PS)		11 calendar days from TOA
1	Program Kick-Off Agenda	C.6.1.1	NLT 5 WD after PS
2	Program Kick-Off Meeting	C.6.1.1	NLT 5 WD after PS
3	Transition-In Status Reports	C.6.2	Weekly during Transition-In
4	Copy of TO (initial award and all modifications)	F.5.1	NLT 20 WD after PS
5	Draft PMP	C.6.1.2	NLT 5 WD after PS
6	Final PMP	C.6.1.2	IAW Section E
7	PMP Updates	C.6.1.2	As needed, no less frequently than annually
8	Monthly Status Report	C.6.1.3	15 th day of the subsequent month
9	Updated Transition-In Plan	C.6.2	PS + 2 weeks
10	Draft Quality Control Plan (QCP)	C.6.1.6	NLT 5 WD after PS
11	Final QCP	C.6.1.6	IAW Section E
12	QCP Updates	C.6.1.6	IAW PMP
13	Monthly Status Meeting	C.6.1.3	IAW PMP
14	Monthly Status Meeting Minutes	C.6.1.3	NLT 5 WD after Monthly Status Meeting
15	Critical Project Review Meetings	C.6.1.4	IAW PMP
16	Trip Reports	C.6.1.7	NLT 5 WD after trip completion
17	GSA Dashboard Support	C.6.4.5	IAW PMP
18	Google Site	C.6.1.11	PS + 30 days

SECTION F – DELIVERABLES OR PERFORMANCE

NO	MILESTONE/DELIVERABLE	TOR REFERENCE	PLANNED COMPLETION DATE
19	Google Site Updates	C.6.1.11	IAW PMP
20	Draft Transition-Out Plan	C.6.1.13	PS + 6 months
21	Final Transition-Out Plan	C.6.1.13	IAW Section E
22	Transition-Out Plan Updates	C.6.1.13	IAW PMP and Section C.6.1.15
23	Division Level BSR	C.6.4.1	Bi-weekly on Fridays
24	Technical Status Meeting	C.6.4.2	IAW PMP
25	Technical Status Meeting Minutes	C.6.4.2	NLT 5 WD after Technical Status Meeting
26	IT Security Plan	F.5.2	NLT 30 calendar days after PS and annual verification or update.
27	IT Security Authorization	F.5.2	PS + 6 months
28	Strategic Assessment of Applications	C.6.11	As required by the Government, IAW with the PMP
29	Documentation prepared or updated in accordance with Section C, the SDLC, the Project Classification Schema, Section J, Attachment D as a part of enhancement or activity that results in a change to an application	J.1, Attachment D	To be defined by the COR on an application basis

F.5.1 PUBLIC-RELEASE OF CONTRACT DOCUMENTS REQUIREMENT

The contractor agrees to submit, within ten workdays from the date of the Contracting Officer's (CO) execution of the initial TO, or any modification to the TO (exclusive of Saturdays, Sundays, and Federal holidays), a portable document format (PDF) file of the fully executed document with all proposed necessary redactions, including redactions of any trade secrets or any commercial or financial information that it believes to be privileged or confidential business information, for the purpose of public disclosure at the sole discretion of GSA. The contractor agrees to provide a detailed written statement specifying the basis for each of its proposed redactions, including the applicable exemption under the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and, in the case of FOIA Exemption 4, 5 U.S.C. § 552(b)(4), shall demonstrate why the information is considered to be a trade secret or commercial or financial information that is privileged or confidential. Information provided by the contractor in response to the contract requirement may itself be subject to disclosure under the FOIA. Submission of the proposed redactions constitutes concurrence of release under FOIA.

GSA will carefully consider all of the contractor's proposed redactions and associated grounds for nondisclosure prior to making a final determination as to what information in such executed documents may be properly withheld.

F.5.2 GSA IT SECURITY REQUIREMENTS

The contractor shall deliver an IT Security Plan within 30 calendar days of PS that describes the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this TO. The IT Security Plan shall comply with

SECTION F – DELIVERABLES OR PERFORMANCE

applicable Federal laws including, but are not limited to, 40 U.S.C. 11331, the FISMA of 2002, and the E-Government Act of 2002. The IT Security Plan shall meet IT security requirements in accordance with Federal and GSA policies and procedures, including GSAR clause 552.239-71. The contractor shall submit written proof of IT security authorization six months after PS, and verify that the IT Security Plan remains valid annually.

F.5.3 DELIVERABLES MEDIA

The contractor shall deliver all electronic versions by email and removable electronic media, as well as placing in the GSA OCIO and FEDSIM designated repositories. The following are the required electronic formats, whose versions must be compatible with the latest, commonly available version on the market.

• Text	MS Word
• Spreadsheets	MS Excel
• Briefings	MS PowerPoint
• Drawings	MS Visio
• Schedules	MS Project

F.6 PLACE(S) OF DELIVERY

Unclassified deliverables and correspondence shall be delivered to the GSA COR at the following address:

Diti Gandhi
GSA FAS AAS FEDSIM
1800 F Street, NW
Suite 3100 (QF0B)
Washington, D.C. 20405
Telephone: (202) 527-5736
Email: diti.gandhi@gsa.gov

Copies of all deliverables shall also be delivered to the GSA OCIO TPOC at the following address:

Kari Namiot
GSA Acquisition IT Services
1800 F Street, NW
Suite 4100
Washington, D.C. 20405
Telephone: (703) 605-2850
Email: kari.namiot@gsa.gov

F.7 NOTICE REGARDING LATE DELIVERY/PROBLEM NOTIFICATION REPORT (PNR)

The contractor shall notify the FEDSIM COR via a Problem Notification Report (PNR) (**Section J, Attachment KK**) as soon as it becomes apparent to the contractor that a scheduled delivery will be late. The contractor shall include in the PNR the rationale for late delivery, the expected Task Order GSQ0014AJ0024_Mod PA44

SECTION F – DELIVERABLES OR PERFORMANCE

date for the delivery, and the project impact of the late delivery. The FEDSIM COR will review the new schedule and provide guidance to the contractor. Such notification in no way limits any Government contractual rights or remedies including, but not limited to, termination.

SECTION G – CONTRACT ADMINISTRATION DATA

NOTE: The Section numbers in this TO correspond to the Section numbers in the Alliant Contract.

G.3.5 CONTRACTING OFFICER'S REPRESENTATIVE

The CO will appoint a COR in writing for each TO through a COR Appointment Letter that will be provided to the contractor upon award (**Section J, Attachment JJ**). The COR will receive, for the Government, all work called for by the TO and will represent the CO in the technical phases of the work. The COR will provide no supervisory or instructional assistance to contractor personnel.

The COR is not authorized to change any of the terms and conditions, scope, schedule, and price of the Contract or the TO. Changes in the scope of work will be made only by the CO by properly executed modifications to the Contract or the TO.

G.3.5.1 CONTRACT ADMINISTRATION

Contracting Officer:

Joseph M. Flanigan
GSA FAS AAS FEDSIM
1800 F Street, NW
Suite 3100 (QF0B)
Washington, D.C. 20405
Telephone: (703) 216-7058
Email: joseph.flanigan@gsa.gov

Contracting Officer's Representative:

Diti Gandhi
GSA FAS AAS FEDSIM
1800 F Street, NW
Suite 3100 (QF0B)
Washington, D.C. 20405
Telephone: (202) 527-5736
Email: diti.gandhi@gsa.gov

Technical Point of Contact:

Kari Namiot
GSA Acquisition IT Services
1800 F Street, NW
Suite 4100
Washington, D.C. 20405
Telephone: (703) 605-2850
Email: kari.namiot@gsa.gov

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Additional TPOC:

April Kestyn
GSA Acquisition IT Services
1800 F Street, NW
Suite 4100
Washington, D.C. 20405
Email: april.kestyn@gsa.gov

Additional TPOCS:

Sagar Samant, GSA IT: sagar.samant@gsa.gov
Kevin Payne, GSA IT: Kevin.Payne@gsa.gov
Keith Machen, GSA IT: keith.machen@gsa.gov
Kathryn Gehl, GSA IT: Kathy.gehl@gsa.gov
Matthew McGuire, GSA IT: matthew.mcguire@gsa.gov
Mark Zenon, GSA IT: mark.zenon@gsa.gov
Christopher Mendoza, GSA IT: christopher.mendoza@gsa.gov

G.9.6 INVOICE SUBMISSION

The contractor shall submit Requests for Payments in accordance with the format contained in General Services Administration Acquisition Manual (GSAM) 552.232-25, PROMPT PAYMENT (NOV 2009), to be considered proper for payment. In addition, the following data elements shall be included on each invoice.

Task Order Number: GSQ0014AJ0024
Paying Number: (ACT/DAC NO.) (From GSA Form 300, Block 4)
FEDSIM Project Number: 13044GSM
Project Title: GSA CAMEO Large Business

The contractor shall certify with a signed and dated statement that the invoice is correct and proper for payment.

The contractor shall provide invoice backup data in accordance with the contract type, including detail such as labor categories, rates, and quantities of labor hours per labor category.

The contractor shall submit invoices as follows:

The contractor shall utilize FEDSIM's electronic Tracking and Ordering System (TOS) to submit invoices. The contractor shall submit invoices electronically by logging onto the following link (requires Internet Explorer to access the link):

<https://portal.fas.gsa.gov>

Select *Vendor Support*, log in using your assigned ID and password, then click on *Create Invoice*. The TOS Help Desk should be contacted for support at 877-472-4877 (toll free). By utilizing this method, no paper copy of the invoice shall be submitted to GSA FEDSIM or the

SECTION G – CONTRACT ADMINISTRATION DATA

GSA Finance Center. However, the FEDSIM COR may require the contractor to submit a written “hardcopy” invoice with the client’s certification prior to invoice payment.

G.9.6.1 INVOICE REQUIREMENTS

The contractor shall submit a draft or advance copy of an invoice to the client POC for review prior to its submission to GSA. If the TO has different contract types, each should be addressed separately in the invoice submission. The final invoice for the FFP CLINs is desired to be submitted within six months of project completion. The final invoice for the cost-type CLINs is desired to be submitted within six months of receipt of final rates from DCAA or other cognizant government organization.

G.9.6.1.1 COST-PLUS-AWARD-FEE (CPAF) CLINs (for LABOR)

The contractor may invoice monthly on the basis of cost incurred for the CPAF CLINs. The invoice shall include the period of performance covered by the invoice and the CLIN number and title. All hours and costs shall be reported by CLIN element (as shown in Section B), by application, by contractor employee, and shall be provided for the current billing month and in total from project inception to date. The contractor shall provide the invoice data in spreadsheet form with the following detailed information. The listing shall include separate columns and totals for the current invoice period and the project to date.

- a. Employee name (current and past employees)
- b. Employee company labor category
- c. Employee Alliant labor category
- d. Monthly and total cumulative hours worked
- e. Corresponding TO ceiling rate
- f. Cost incurred not billed
- g. Current approved forward pricing rate agreement in support of indirect costs billed

All cost presentations provided by the contractor shall also include Overhead charges and General and Administrative charges and shall also include the Overhead and General and Administrative rates being applied.

The Government will promptly make payment of any award fee upon the submission, by the contractor to the FEDSIM COR, of a public voucher or invoice in the amount of the total fee earned for the period evaluated. Payment may be made without issuing a TO modification if funds have been obligated for the award fee amount. The contractor shall attach the Award Fee Determining Official (AFDO)/CO determination letter to the public voucher and/or invoice.

G.9.6.1.2 FIRM-FIXED-PRICE (FFP) CLINs

The contractor may invoice monthly as stated in Section B for the FFP CLINs. The invoice shall include the period of performance covered by the invoice and the CLIN number and title. All costs shall be reported by CLIN element (as shown in Section B) and shall be provided for the current invoice and in total from project inception to date. The contractor shall provide the invoice data in spreadsheet form with the following detailed information. The listing shall include separate columns and totals for the current invoice period and the project to date.

- a. FFP amount, including the period of performance – as stated in Section B

G.9.6.1.3 TOOLS and ODCs

The contractor may invoice monthly on the basis of cost incurred for the Tools and ODCs CLINs. The invoice shall include the period of performance covered by the invoice and the CLIN number and title. In addition, the contractor shall provide the following detailed information for each invoice submitted, as applicable. Spreadsheet submissions are required.

- a. Tools and/or ODCs purchased
- b. Request to Initiate Purchase number or identifier
- c. Date accepted by the Government
- d. Associated CLIN
- e. Project-to-date totals by CLIN
- f. Cost incurred not billed
- g. Remaining balance of the CLIN

All cost presentations provided by the contractor shall also include Overhead charges, General and Administrative charges, and Fee, if applicable.

G.9.6.1.4 TRAVEL

Contractor costs for travel will be reimbursed at the limits set in the following regulations (see FAR 31.205-46):

- a. Joint Travel Regulation (JTR) - prescribed by the GSA, for travel in the contiguous U.S.
- b. Federal Travel Regulation (FTR) Volume 2, Department of Defense (DoD) Civilian Personnel, Appendix A - prescribed by the DoD, for travel in Alaska, Hawaii, and outlying areas of the U.S.

The contractor may invoice monthly on the basis of cost incurred for cost of travel comparable with the JTR/FTR. The invoice shall include the period of performance covered by the invoice, the CLIN number and title. Separate worksheets, in MS Excel format, shall be submitted for travel.

CLIN Total Travel: This invoice information shall identify all cumulative travel costs billed by CLIN. The current invoice period's travel details shall include separate columns and totals and include the following:

- a. Travel Authorization Request number or identifier, approver name, and approval date
- b. Current invoice period
- c. Names of persons traveling
- d. Number of travel days
- e. Dates of travel
- f. Number of days per diem charged
- g. Per diem rate used
- h. Total per diem charged
- i. Transportation costs
- j. Total charges
- k. Explanation of variances exceeding 10% of the approved versus actual costs

SECTION G – CONTRACT ADMINISTRATION DATA

1. Indirect Handling Rate

All cost presentations provided by the contractor shall also include Overhead charges and General and Administrative charges.

SECTION H – SPECIAL CONTRACT REQUIREMENTS

NOTE: The Section numbers in this TO correspond to the Section numbers in the Alliant Contract.

H.1 INCORPORATION BY REFERENCE

The CO reserves the right to incorporate by reference some, all or none of the offeror's proposal. In such instances, the material to be incorporated by reference shall be clearly annotated on the award form, and shall become part of the resultant TO.

H.2 KEY PERSONNEL

The following are the minimum personnel who shall be designated as "Key." The Government does not intend to dictate the composition of the ideal team to perform this TO. Therefore, the Government will allow and will evaluate up to three additional Key Personnel as proposed by the offeror.

- a. Program Manager (PM)
- b. Portfolio Program Manager (PPM) – ATM
- c. Portfolio Program Manager (PPM) – BI
- d. Portfolio Program Manager (PPM) – CSM
- e. Portfolio Program Manager (PPM) – eCommerce

The Government desires that Key Personnel be assigned for the duration of the TO.

H.2.3 PROGRAM MANAGER

It is required that the PM has the following qualification:

- a. Certified Project Management Professional Certification (PMP or PgMP) at the time of proposal Part II submission.

It is desirable that the PM has the following qualifications:

- a. Experience in managing an application development, enhancement, operations, and management program similar in size, scope, and complexity to the requirements of this order.
- b. Formal training or accreditation in Agile software development methods.
- c. An ITIL® Foundation and/or Practitioner Certification, for either ITIL® v.2 or v.3.
- d. Experience with the management, manpower utilization, and supervision of employees (including subcontractors) of various labor categories and skills in projects similar in size and scope as proposed for the TOR.
- e. Excellent written communication skills, including experience in presenting material to senior Government officials.

H.2.4 PORTFOLIO PROGRAM MANAGER (PPM) FOR ASSET AND TRANSPORTATION MANAGEMENT (ATM)

It is desirable that the PPM for ATM has the following qualifications:

- a. PMP® Certification, and an ITIL® Foundation and/or Practitioner Certification, for either ITIL® v.2 or v.3 at the time of proposal Part II submission.
- b. Formal training or accreditation in Agile software development methods.
- c. Experience transforming organizations from Waterfall development methodologies to Agile development methodologies.
- d. Experience in the management of teams providing SDLC development and enhancement of applications (i.e., from requirements gathering through design, development, and testing, to full documentation and implementation).
- e. Experience programming applications on a mainframe (an operating system similar to that which is used to support the applications that are described as requiring support in this TOR).
- f. Knowledge of the Federal Government's travel, transportation, and acquisition environment.

H.2.5 PORTFOLIO PROGRAM MANAGER (PPM) FOR BUSINESS INTELLIGENCE (BI)

It is desirable that the PPM for BI has the following qualifications:

- a. Certification from The Data Warehousing Institute (TDWI) on Certified Business Intelligence Professional (CBIP) at the time of proposal Part II submission.
- b. Agile Certified Practitioner (PMI-ACP)®.
- c. Experience transforming organizations from Waterfall development methodologies to Agile development methodologies.
- d. Experience in management of teams integrating large and complex legacy Content Management Systems, Enterprise Data Warehousing, Business Objects, Salesforce.com applications, and Enterprise Service Oriented Architecture.
- e. Experience in managing teams, including subcontractors, which provide analysis on large data sets and have the ability to prioritize the most critical aspects of the project to ensure completion within budget constraints.
- f. Experience as a Change Agent in the delivery of business intelligence solutions.
- g. Experience in management of teams integrating large and complex legacy applications with new innovative technologies.
- h. Core experiences in Electronic Content Management Systems, Enterprise Data Warehousing, Business Objects, Salesforce.com applications, and Enterprise Service Oriented Architecture.
- i. Excellent written communication skills, including experience in presenting material to senior Government officials.

H.2.6 PORTFOLIO PROGRAM MANAGER (PPM) FOR CONTRACT SERVICE MANAGEMENT (CSM)

It is desirable that the PPM for CSM has the following qualifications:

- a. PMP® Certification, and an ITIL® Foundation and/or Practitioner Certification, for either ITIL® v.2 or v.3. at the time of proposal Part II submission.
- b. Formal training or accreditation in Agile software development methods.
- c. Experience transforming organizations from Waterfall development methodologies to Agile development methodologies.
- d. Experience in the management of teams providing SDLC development and enhancement of applications (i.e., from requirements gathering through design, development, and testing, to full documentation and implementation).
- e. Demonstrated knowledge of the Federal Government's acquisition and supply environments.
- f. Experience programming applications on both open systems and a mainframe.
- g. Excellent written communication skills, including experience in presenting material to senior Government officials.

H.2.7 PORTFOLIO PROGRAM MANAGER (PPM) FOR eCOMMERCE

It is desirable that the PPM for eCommerce has the following qualifications:

- a. PMP® Certification, and an ITIL® Foundation and/or Practitioner Certification, for either ITIL® v.2 or v.3, at time of proposal Part II submission.
- b. Formal training or accreditation in Agile software development methods.
- c. Experience transforming organizations from Waterfall development methodologies to Agile development methodologies.
- d. Experience in the management of teams providing SDLC development and enhancement of applications (i.e., from requirements gathering through design, development, and testing, to full documentation and implementation).
- e. Knowledge of the Federal Government's acquisition and supply chain environments.
- f. Excellent written communication skills, including experience in presenting material to senior Government officials.

H.2.8 KEY PERSONNEL SUBSTITUTION

The contractor shall not replace any personnel designated as Key Personnel without the written concurrence of the CO. Prior to utilizing other than personnel specified in proposals in response to a TOR, the contractor shall notify the Government CO and the COR of the existing TO. This notification shall be no later than ten calendar days in advance of any proposed substitution and shall include justification (including resume(s) and labor category of proposed substitution(s)) in sufficient detail to permit evaluation of the impact on TO performance.

Substitute personnel qualifications shall be equal to, or greater than, those of the personnel being substituted. If the Government CO and the COR determine that the proposed substitute personnel is unacceptable, or that the reduction of effort would be so substantial as to impair the successful performance of the work under the TO, the contractor may be subject to default action as prescribed by FAR 52.249-6, Termination (Cost Reimbursement) or FAR 52.249-8, Default (Fixed-Price Supply and Service).

H.5 GOVERNMENT-FURNISHED PROPERTY (GFP)

The GFP is listed in **Section J, Attachment G** and will be provided at PS.

H.7 SECURITY CONSIDERATIONS

This is currently an unclassified requirement. The Government anticipates that there will be a Top Secret facilities clearance requirement in the future. Should this requirement materialize, the Government will provide a draft DD-254 identifying the security requirements for the company and for the affected personnel. In the absence of the above referenced security requirements, the contractor shall meet the below requirements. Contractor personnel assigned a GSA.gov email address shall keep their contact information current in GSA Credential and Identity Management System (GCIMS).

The contractor shall comply with agency personal identity verification procedures identified in the TOR that implement Homeland Security Presidential Directive - 12 Information Processing Standards Publication (FIPS PUB) Number 201. The contractor shall insert this clause in all subcontracts when the subcontractor is required to have physical access to a federally controlled facility or access to a Federal Information system. Work on this project may require contractor personnel to have access to limited information to fully integrate financial, operational, procurement, and personnel data. The clearance is considered sensitive, but unclassified.

Contractors shall comply with GSA Order 2100.1 - "IT Security Policy," GSA Order ADM 9732.1C - "Suitability and Personnel Security," and OCHCO/OCIO HSPD-12 Personal Identity Verification and Credentialing Standard Operating Procedures (SOP). Background investigations are required for access to GSA information systems (including contractor operations that design, operate, test, maintain, and/or monitor GSA systems). The RBA is categorized as a "Moderate Risk" system; therefore, contractors supporting the project shall be required to undergo a Minimum Background Investigation (MBI). The contractor shall adhere to all security-related laws, requirements, and regulations that bind the Government. The contractor shall have all staff members complete a confidentiality agreement prior to working under this contract. Contractor personnel involved in the management, operation, programming, maintenance, and/or use of information technology shall be aware of these responsibilities and fulfill them. Detailed security responsibilities for the contractor are found in the GSA Orders/Handbooks listed in the TOR.

Contractor personnel working under this TO will not be required to have a security clearance. When Government on-site meetings are required, the Government will provide personnel escorts on a very limited basis to ensure approved contractor personnel have access to Government facilities. Selected contractor employees may be required to complete mandatory Security Awareness and Privacy Training (this training is often provided internally by GSA).

The contractor shall be responsible for properly protecting all information used, gathered, or developed as a result of the TO. The contractor shall implement procedures to ensure that appropriate administrative, technical, and physical safeguards are established to ensure the security and confidentiality of sensitive Government information, data, and/ or equipment. The contractor's procedures shall be consistent with Government and GSA policies, including GSA Order 2100.1, Information Technology Security Policy (or most current version), OMB Memorandums & Circulars, FISMA, the Computer Security Act of 1987, and the Privacy Act. In Task Order GSQ0014AJ0024_Mod PO47

SECTION H – SPECIAL CONTRACT REQUIREMENTS

addition, during all activities and operations on Government premises the contractor shall comply with the policies, rules, procedures, and regulations governing the conduct of personnel or protection of Government facilities and data as expressed by GSA, written or oral.

The contractor shall be responsible for properly protecting all information used, gathered, or developed as a result of work under this TO. The contractor shall also protect all Government data, equipment, etc. by treating all information in its custody as sensitive. The use of any information that is subject to the Privacy Act will be utilized in full accordance with all rules of conduct as applicable to Privacy Act Information.

H.9 ORGANIZATIONAL CONFLICT OF INTEREST AND NON-DISCLOSURE REQUIREMENTS

H.9.1 ORGANIZATIONAL CONFLICT OF INTEREST

If the contractor (or any subcontractors or consultants) has or is currently providing support or anticipates providing support to GSA, the contractor shall immediately disclose this fact in accordance with FAR Subpart 9.5. The contractor is also required to complete and sign an Organizational Conflict of Interest (OCI) Statement in which the contractor (and any subcontractors or consultants) agrees to disclose information concerning the actual or potential conflict with any proposal for any solicitation relating to any work in the TO. All actual or potential OCI situations shall be identified and addressed in accordance with FAR Subpart 9.5.

H.9.2 NON-DISCLOSURE REQUIREMENTS

If the contractor acts on behalf of, or provides advice with respect to any phase of an agency procurement, as defined in FAR 3.104-4, then the contractor shall execute and submit a Corporate Non-Disclosure Agreement (NDA) Form (**Section J, Attachment GG**) and ensure that all its personnel (to include subcontractors, teaming partners, and consultants) who will be personally and substantially involved in the performance of the TO:

- a. Are listed on a signed Addendum to Corporate Non-Disclosure Agreement (NDA) Form (**Section J, Attachment HH**) prior to the commencement of any work on the TO,
- b. Are instructed in the FAR 3.104 requirements for disclosure, protection, and marking of contractor bid or proposal information, or source selection information, and
- c. Are instructed in FAR Part 9 for third party disclosures when acting in an advisory capacity.

All proposed replacement contractor personnel also must be listed on a signed Addendum to Corporate NDA and be instructed in the requirements of FAR 3.104. Any information provided by contractors in the performance of this TO or obtained by the Government is only to be used in the performance of the TO. The contractor shall put in place appropriate procedures for the protection of such information and shall be liable to the Government for any misuse or unauthorized disclosure of such information by its personnel, as defined above.

H.14 SECTION 508 COMPLIANCE REQUIREMENTS

Unless the Government invokes an exemption, all Electronic and Information Technology (EIT) products and services proposed shall fully comply with Section 508 of the Rehabilitation Act of

SECTION H – SPECIAL CONTRACT REQUIREMENTS

1973, per the 1998 Amendments, 29 United States Code (U.S.C.) 794d, and the Architectural and Transportation Barriers Compliance Board's Electronic and Information Technology Accessibility Standards at 36 Code of Federal Regulations (CFR) 1194. The contractor shall identify all EIT products and services provided, identify the technical standards applicable to all products and services provided and state the degree of compliance with the applicable standards. Additionally, the contractor must clearly indicate where the information pertaining to Section 508 compliance can be found (e.g., Vendor's or other exact web page location). The contractor must ensure that the list is easily accessible by typical users beginning at time of award.

H.16 COST ACCOUNTING SYSTEM

The adequacy of the contractor's accounting system and its associated internal control system, as well as contractor compliance with the Cost Accounting Standards (CAS); affect the quality and validity of the contractor data upon which the Government must rely for its management oversight of the contractor and contract performance. Prior to the award of a TO, the CO shall verify the validity of the contractor's cost accounting system for receipt of a cost type contract. Thereafter, the contractor is required to certify to the CO, no later than 30 calendar days prior to the exercise of any options, the continued validity of their accounting system. The contractor's cost accounting system shall be **deemed adequate, by a cognizant Federal Government authority**, during the entire period of performance and shall permit timely development of all necessary cost data in the form required by the contract.

H.18 PURCHASING SYSTEMS

The objective of a contractor purchasing system assessment is to evaluate the efficiency and effectiveness with which the contractor spends Government funds and complies with Government policy with subcontracting.

Prior to the award of a TO the CO shall verify the validity of the contractor's **approved** purchasing system, where approval is determined by a cognizant Federal Government authority. Thereafter, the contractor is required to certify to the CO, no later than 30 calendar days prior to the exercise of any options, the validity of their purchasing system. Additionally, if reviews are conducted of the purchasing system after the exercise of the option, the contractor shall provide the results of the review to the CO within 10 workdays from the date the results are known to the contractor.

H.19 EARNED VALUE MANAGEMENT SYSTEM

The contractor shall employ EVM in the management of this TO in accordance with the ANSI/Electronic Industries Alliance (EIA) Standard-748-A-1998, *Earned Value Management Systems*. A copy of the standard is available at <http://global.ihs.com/>. The Government expects the contractor to employ innovation in its proposed application of EVM techniques to this TO in accordance with best industry practices. EVM controls being applied will vary from project to project as needed. The following EVM status information shall be included in each MSR:

- a. Planned Value (PV)
- b. Earned Value (EV)
- c. Actual Cost (AC)

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- d. A cost curve graph plotting PV, EV, and AC on a monthly basis from inception of the TO through the last report, and plotting the AC curve to the estimated cost at completion (EAC) value.
- e. An EVM variance analysis that includes the following:
 - 1. $\text{Cost variance} = (\text{EV} - \text{AC})$
 - 2. $\text{Cost Variance \%} = (\text{CV}/\text{PV} \times 100\%)$
 - 3. $\text{Cost Performance Index (CPI)} = (\text{EV}/\text{AC})$
 - 4. $\text{Schedule Variance} = (\text{EV} \text{ minus } \text{PV})$
 - 5. $\text{Schedule Variance \%} = (\text{SV}/\text{PV} \times 100\%)$
 - 6. $\text{Schedule Performance Index (SPI)} = (\text{EV}/\text{PV})$
 - 7. Estimate at Completion (EAC)
 - 8. $\text{ACcum} + 1/\text{CPI} \times (\text{BAC} \text{ minus } \text{EV cum})$
 - 9. $\text{ACcum} + 1/\text{CPI} \times \text{SPI} \times (\text{BAC} \text{ minus } \text{EVcum})$
 - 10. $\text{Variance at Completion (VAC)} = (\text{BAC} \text{ minus } \text{EAC}) \text{ for EAC}$
 - 11. $\text{Variance at Completion \%} = (\text{VAC}/\text{BAC} \times 100\%) \text{ for EAC}$
 - 12. Estimate to Completion (ETC)
 - 13. Expected Completion Date
- f. Explain all variances greater than ten percent.
- g. Explain, based on work accomplished as of the date of the report, whether the performance goals will be achieved.
- h. Discuss the corrective actions that will be taken to correct the variances, the risk associated with the actions.

The Government will conduct an Integrated Baseline Review within 60 calendar days after PS, or exercise of significant TO options, or incorporation of major TO modifications. The objective of the Integrated Baseline Review is for the Government and the contractor to jointly assess areas, such as the contractor's planning, to ensure complete coverage of the TO, logical scheduling of the work activities, adequate resources, and identification of inherent risks.

H.23 TRAVEL

H.23.1 TRAVEL REGULATIONS

Contractor costs for travel will be reimbursed at the limits set in the following regulations (see FAR 31.205-46):

- a. Federal Travel Regulations (FTR) - prescribed by the GSA, for travel in the contiguous U.S.
- b. Joint Travel Regulations (JTR), Volume 2, Department of Defense (DoD) Civilian Personnel, Appendix A - prescribed by the DoD, for travel in Alaska, Hawaii, and outlying areas of the U.S.

H.23.2 TRAVEL AUTHORIZATION REQUESTS

Before undertaking travel to any Government site or any other site in performance of this Task Order, the contractor shall have this travel approved by, and coordinated with, the FEDSIM COR. Notification shall include, at a minimum, the number of persons in the party, traveler Task Order GSQ0014AJ0024_Mod PO47

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name, destination, duration of stay, purpose, and estimated cost. Prior to any long distance travel, the contractor shall prepare a Travel Authorization Request (**Section J, Attachment EE**) for Government review and approval. Long-distance travel will be reimbursed for cost of travel comparable with the Federal Travel Regulations (FTR).

Requests for travel approval shall:

- a. Be prepared in a legible manner.
- b. Include a description of the travel proposed including a statement as to purpose.
- c. Be summarized by traveler.
- d. Identify the TO number.
- e. Identify the CLIN associated with the travel.
- f. Be submitted in advance of the travel with sufficient time to permit review and approval.

The contractor shall use only the minimum number of travelers and rental cars needed to accomplish the task(s). Travel shall be scheduled during normal duty hours whenever possible.

H.24 TOOLS AND ODCs

The Government may require the contractor to purchase hardware, software, and related supplies critical and related to the services being acquired under the TO. Such requirements will be identified at the time the TOR is issued or may be identified during the course of a TO by the Government or the contractor. If the contractor initiates a purchase within the scope of this TO, the contractor shall submit to the FEDSIM COR a Request to Initiate Purchase (RIP) (**Section J, Attachment FF**). The RIP shall include the purpose, specific items, estimated cost, cost comparison, and rationale. The contractor shall not make any purchases without an approved RIP from the COR and without complying with the requirements of Section H.25, Commercial Supplier Agreements.

H.25 COMMERCIAL SUPPLIER AGREEMENTS

H.25.1 The Government understands that commercial software tools and services, to include cloud-based solutions, that may be purchased in furtherance of this TO as described in Section C and as contemplated in the Tools and ODC CLIN in Section B may be subject to commercial agreements which may take a variety of forms, including without limitation licensing agreements, terms of service, maintenance agreements, and the like, whether existing in hard copy or in an electronic or online format such as "clickwrap" or "browsewrap" (collectively, "Supplier Agreements"). The parties acknowledge that the FAR clause at 12.212(a) requires the Government to procure such tools and their associated documentation under such Supplier Agreements to the extent such Supplier Agreements are consistent with Federal law. For products and services also on the contractor's GSA Schedule 70 contract, the Government will accept the product(s)' and/or services' Government-approved GSA Schedule 70 Software Agreement as satisfying the requirements of this section H.25. The contractor shall submit proof that the Software Agreement was accepted, this acceptance may take the form of an email from the Schedule 70 CO or a CO signed Schedule 70 contract modification showing that the approved Software Agreement was added to the contract.

H.25.2 In order to ensure that the Supplier Agreements are consistent with Federal law, the contractor shall not make any purchase contemplated in Section C above without first securing Task Order GSQ0014AJ0024_Mod PA46

SECTION H – SPECIAL CONTRACT REQUIREMENTS

the consent of the licensor of such software tools to amend the Supplier Agreements in accordance with the Amendment clause set forth in Section H.25.4 below. The contractor shall submit documentary evidence of such consent with the CTP.

H.25.3 The requirements of this Section H.25 apply only to those commercial software tools newly purchased under this TO; they do not apply to software furnished as GFI/GFE (if any). Further, they apply only to those Supplier Agreements that define the Government as the licensee or are intended to be transferred or assigned to the Government, with the Government becoming the licensee, at the end of this TO.

H.25.4 As used in the Amendment clause, the term "this Agreement" refers to each Supplier Agreement. The relevant definitions and the capitalization of terms (e.g., Licensee, Licensor, Software, Agreement) may be adjusted as necessary to match the nomenclature of the Supplier Agreement.

Amendment

For Federal Government Licensees, this Agreement is hereby amended as follows:

1. ***Dispute resolution and governing law:*** Any arbitration, mediation, or similar dispute resolution provision in this Agreement is hereby deleted. This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the United States of America, and dispute resolution shall take place in a forum, and within the time period, prescribed by applicable federal law. To the extent permitted by federal law and then only to the extent not pre-empted by federal law, the laws of the state specified in this Agreement (excluding its choice of law rules) will apply. No equitable or injunctive relief, and no shifting of legal fees or costs, may be sought against the Federal Government Licensee except as, and then only to the extent, specifically authorized by applicable federal statute.
2. ***Indemnification:*** Any provisions in this Agreement requiring any Federal Government Licensee to indemnify any party are hereby deleted and shall not apply. Any provisions requiring the licensor to indemnify the Federal Government Licensee shall be revised to state that such indemnification, and the conduct and/or settlement of any applicable proceedings, shall be subject to 28 USC 516.
3. ***Changes in templates:*** This Agreement shall apply in the version attached hereto. Subsequent updates to or changes in the licensor's standard commercial templates for such agreements shall not be binding on the Federal Government Licensee, except by prior express written agreement of both parties.
4. ***Fees, taxes and payment:*** If the Software is licensed as part of a separate Government contract between the Federal Government Licensee and a prime contractor, the provisions of such contract regarding fees, taxes and payment shall supersede any provisions of this Agreement regarding same. Notwithstanding the foregoing: (a) express written agreement of the Federal Government Licensee shall be required prior to (i) any extension or renewal of this Agreement or the associated fees or (ii) any change in the fees; (b) late payments shall be governed by the Prompt Payment Act and the regulations at 5

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CFR 1315; and (c) no cost of collection on delinquent invoices may be sought against the Federal Government Licensee except as, and then only to the extent, specifically authorized by applicable federal statute.

5. **Assignment:** Licensor may not assign this Agreement or its rights or obligations there under, in whole or in part, except in accordance with the procedures set forth in FAR subparts 32.8 and/or 42.12, as applicable.
6. **No waiver of liability or cause of action:** Any provision requiring the Federal Government Licensee to agree to waive or otherwise not to pursue any claim against the licensor it may otherwise have is hereby deleted. Without limiting the generality of the foregoing, the parties agree that nothing in this Agreement, including, but not limited to, the limitation of liability clauses, in any way grants the licensor a waiver from, release of, or limitation of liability pertaining to, any past, current or future violation of federal law and that no clause restricting users' statements shall be read to restrict the Federal Government Licensee's ability to pursue any course of action otherwise permitted by federal law, regulation, or policy, including without limitation making public statements in connection with any suspension or debarment action.
7. **Audit:** Any clauses in this Agreement allowing for an audit of the Federal Government Licensee's records or information systems, or verification of its compliance with this Agreement generally, shall be subject to the Federal Government Licensee's requirements pertaining to security matters, including without limitation clearances to be held and non-disclosure agreements to be executed by auditors, badging or escorting requirements for access to premises, and other applicable requirements. Any over-use identified in an audit shall be referred to the prime contractor or the Federal Government Licensee's contracting officer (as applicable) for action. No audit costs may be sought against the Federal Government Licensee except as, and then only to the extent, specifically authorized by applicable federal statute.
8. **Compliance with laws:** The parties acknowledge that the United States, as a sovereign, is subject to the laws of the United States. Nothing in this Agreement shall be interpreted to imply consent by any Federal Government Licensee to submit to the adjudicative or enforcement power of any regulatory, administrative, or judicial authority of, or the application of the laws of, another jurisdiction. Any provision inconsistent with applicable federal law that is not listed above is hereby deemed omitted from this Agreement to the extent of such inconsistency.
9. **Third party terms:** Any third party licensing terms associated with third-party software components or products embedded in or otherwise provided with the Software shall be deemed amended in accordance with sections 1-8 above.

H.26 INTELLECTUAL PROPERTY RIGHTS

The existence of any patent, patent application or other intellectual property right that encumbers any deliverable must be disclosed in writing on the cover letter that accompanies the delivery. If no such disclosures are provided, the data rights provisions in FAR 52.227-14 apply. The Supplier Agreements referenced in section H.25, amended as contemplated therein, shall be deemed to constitute such disclosure with regard to their associated commercial software tools

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and shall prevail over any inconsistent provision in FAR 52.227-14 to the extent of such inconsistency.

H.27 AWARD FEE

See the Award Fee Determination Plan in **Section J, Attachment II**.

H.27.1 ESTABLISHMENT AND DETERMINATION OF AWARD FEE

The award fee dollar pool will be established on execution of the TO. The Government reserves the right to adjust these amounts to reflect any change in the Estimated Cost for the award fee period. The amount of Award Fee is established at award and cannot exceed (b) (4) (award fee) over the life of the TO.

The Government AFDO will, at the conclusion of each specified evaluation period, evaluate the contractor's performance for a determination of award fee earned. The determination of the award fee amount and the methodology for determining the award fee are unilateral decisions made solely at the discretion of the Government.

The evaluation of contractor performance will be in accordance with the Award Fee Determination Plan (AFDP) (Section H.27.2). The Government will promptly advise the contractor in writing of the determination and reasons why the award fee was not earned. The contractor may submit a self-evaluation of performance for each period under consideration. While it is recognized that the basis for the determination of the fee will be the evaluation by the Government, any self-evaluation which is received within ten workdays after the end of the period being evaluated may be given consideration as deemed appropriate by the Award Fee Evaluation Board (AFEB). Any cost associated with the development and presentation of a self-evaluation will not be allowed as a direct cost to this TO.

H.27.2 AWARD FEE DETERMINATION PLAN (AFDP)

An AFDP will be established by the Government, in consultation with the contractor, based on the objectives and concerns provided in the TO request and the contractor-provided solutions. The AFDP will include the criteria used to evaluate each area and the percentage of award fee available for each area. The initial plan will be finalized NLT 15 workdays after PS date (**Section F.5**). A separate Quality Assurance Surveillance Plan (QASP) will not be provided for this TO as the AFDP will serve the purpose of the QASP.

The AFDP may be revised unilaterally by the Government at any time during the period of performance. The Government will make every attempt to provide changes to the contractor 15 workdays prior to the start of the evaluation period to which the change will apply. The AFDP may be re-evaluated each evaluation period with input from the contractor.

The Government may, at its option, unilaterally revise the plan to include metrics gathered from the re-evaluation to be applied in future award fee periods.

H.27.3 DISTRIBUTION OF AWARD FEE

The Award Fee will be distributed in accordance with the AFDO determination and the AFDP (**Section J, Attachment II**).

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If the Government initiates any action that impacts the contractual scope of work and/or schedule pursuant to the “changes” clause or other pertinent provisions of the TO, the maximum award fee available for payment for any evaluation periods impacted will be modified as negotiated between the parties.

H.28 APPLICATION ASSIGNMENT

The Government shall utilize Application Assignment Letters (AALs) to assign applications to the contractor (**Section J, Attachment A**). This includes adding applications to and removing applications from the contractor, and is at the sole discretion of the Government. Application Assignment Letters shall be issued by the CO or the FEDSIM COR.

H.28.1 Technical direction to perform effort under the TO may be given by means of AALs that will be issued in numerical sequence. AALs will be issued with task order modifications to describe or clarify specific efforts to be performed within each task area of the awarded TO. An AAL may be used to:

- a. Specify or clarify tasks to be accomplished under the TO.
- b. Adjust performance or tasks on certain applications under the TO, specifically with regards to optional CLINs X007 and X008 when exercised.
- c. Move applications for performance between the CAMEO SB TO and the CAMEO LB TO, specifically with regards to optional CLINs X006, X007, and X008 when exercised.
- d. Specify or clarify deliverables within those specified in TO.
- e. Provide other direction as may be required to successfully achieve the objectives of the TO within the parameters established by the scope of work.

H.28.2 AALs may be issued during the course of task order performance to provide technical direction that may more closely reflect new information or changed priorities within the TO SOW.

H.28.3 An AAL shall not, in any event, expand or otherwise modify the scope or terms of the TO awarded pursuant to this TOR. If the contractor believes that an AAL has been issued that will expand or otherwise modify the scope or terms of the task order, then the contractor shall promptly notify the CO as required by FAR 52.243-7.

H.28.4 An AAL shall be issued by the CO as an attachment to task order modifications and transmitted to the contractor.

H.28.5 An AAL may be modified, cancelled, or superseded anytime by issuance of a new AAL.

H.28.6 The AAL shall identify the applicable task area and CLIN(s) (if applicable) under which the effort is to be performed for purposes of identifying the price of that individual effort. It is the Government’s intent, that the total cost associated with AALs does not exceed the established CLIN cost ceilings for the TO.

H.28.7 AALs are not intended to replace informal direct communication or day to day communications between the contractor, the contractor's team members/subcontractors, and Government personnel.

H.29 SAFEGUARDING SENSITIVE DATA AND INFORMATION TECHNOLOGY RESOURCES

In accordance with FAR 39.105, this section is included in the contract.

This section applies to all users of sensitive data and information technology (IT) resources, including awardees, contractors, subcontractors, lessors, suppliers and manufacturers.

The following GSA policies must be followed. These policies can be found at <http://www.gsa.gov/directives> or <https://insite.qsa.gov/directives>.

1. CIO P 2100.1 GSA Information Technology (IT) Security Policy
2. CIO P 2100.2B GSA Wireless Local Area Network (LAN) Security
3. CIO 2100.3B Mandatory Information Technology (IT) Security Training Requirement for Agency and Contractor Employees with Significant Security Responsibilities
4. CIO 2104.1A GSA Information Technology IT General Rules of Behavior
5. CIO 2105.1 B GSA Section 508: Managing Electronic and Information Technology for Individuals with Disabilities
6. CIO 2106.1 GSA Social Media Policy
7. CIO 2107.1 Implementation of the Online Resource Reservation Software
8. CIO 2160.4 Provisioning of Information Technology (IT) Devices
9. CIO 2162.1 Digital Signatures
10. CIO P 2165.2 GSA Telecommunications Policy
11. CIO P 2180.1 GSA Rules of Behavior for Handling Personally Identifiable Information (PII)
12. CIO 2182.2 Mandatory Use of Personal Identity Verification (PIV) Credentials
13. CIO P 1878.2A Conducting Privacy Impact Assessments (PIAs) in GSA
14. CIO IL-13-01 Mobile Devices and Applications
15. CIO IL-14-03 Information Technology (IT) Integration Policy
16. HCO 9297.1 GSA Data Release Policy
17. HCO 9297.2B GSA Information Breach Notification Policy
18. ADM P 9732.1 D Suitability and Personnel Security

The contractor and subcontractors must insert the substance of this section in all subcontracts.

SECTION I – CONTRACT CLAUSES

NOTE: The Section numbers in this TO correspond to the Section numbers in the Alliant Contract.

I.2 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This TO incorporates one or more clauses by reference with the same force and effect as if they were given in full text. Upon request the CO will make their full text available. Also, the full text of a provision may be accessed electronically at:

FAR website: <https://www.acquisition.gov/far/>

Clause No	Clause Title	Date
52.202-1	Definitions	(Jan 2012)
52.203-5	Covenant Against Contingent Fees	(Apr 1984)
52.203-6	Restrictions on Subcontractors Sales to the Government	(Sept 2006)
52.203-7	Anti-Kickback Procedures	(Oct 2010)
52.203-8	Cancellation, Recession, and Recovery of Recovery of Funds for Illegal or Improper Activity	(Jan 1997)
52.203-10	Price of Fee Adjustment For Illegal or Improper Activity	(Jan 1997)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	(Oct 2010)
52.203-13	Contractor Code of Business Ethics and Conduct	(Apr 2010)
52.203-14	Display of Hotline Posters: (3) link will be provided at time of award.	(Dec 2007)
52.204-2	Security Requirements	(Aug 1996)
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	(May 2011)
52.204-7	Central Contractor Registration	(Feb 2012)
52.204-9	Personal Identity Verification of Contractor Personnel	(Jan 2011)
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	(Aug 2012)
52.204-14	Service Contract Reporting Requirements	(Oct 2016)
52.204-15	Service Contract Reporting Requirements for Indefinite-Delivery Contracts	(Oct 2016)
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	(Jun 2016)
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	(Dec 2010)
52.215-2	Audit and Records – Negotiation	(Oct 2010)
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data	(Aug 2011)
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data—Modifications	(Aug 2011)
52.215-12	Subcontractor Certified Cost or Pricing Data	(Oct 2010)

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52.215-13	Subcontractor Certified Cost or Pricing Data— Modifications	(Oct 2010)
52.215-15	Pension Adjustments and Asset Reversions	(Oct 2010)
52.215-16	Facilities Capital Cost of Money	(Jun 2003)
52.215-17	Wavier of Facilities Capital Cost of Money	(Oct 1997)
52.215-18	Reversion of Adjustment of Plans for Postretirement Benefits (PRB) other Pensions	(Jul 2005)
52.215-21	Requirements for Cost or Pricing Data or Information Other than Cost or Pricing Data – Modifications	(Oct 2010)
52.215-21	Alternate I	(Oct 2010)
52.216-7	Allowable Cost and Payment: a(3): 30th	(Jun 2011)
52.217-8	Option to Extend Services Fill-In Date: no later than 60 days of contract expiration	(Nov 1999)
52.217-9	Option to Extend the Term of the Contract Fill-In Date: (a) 30 days Fill-In Date: (b) 60 days Fill-In Date: (c) 5 years and 6 months	(Mar 2000)
52.219-8	Utilization of Small Business Concerns	(Jan 2011)
52.222-2	Payment for Overtime Premiums: (a) Time and one half for non-salaried employees.	(Jul 1990)
52.222-3	Convict Labor	(Jun 2003)
52.222-21	Prohibition of Segregated Facilities	(Feb 1999)
52.222-26	Equal Opportunity	(Mar 2007)
52.222-35	Equal Opportunity for Veterans	(Sep 2010)
52.222-36	Affirmative Action for Workers with Disabilities	(Oct 2010)
52.222-37	Employment Reports Veterans	(Sep 2010)
52.222-50	Combating Trafficking in Persons	(Feb 2009)
52.222-54	Employment Eligibility Verification	(Jul 2012)
52.223-3	Hazardous Material Identification and Material and Material Safety Data: (b) None	(Jan 1997)
52.223-3	Hazardous Material Identification and Material and Material Safety Data (Alternate I)	(Jul 1995)
52.223-5	Pollution Prevention and Right-to-Know Information	(May 2011)
52.223-5	Pollution Prevention and Right-to-Know Information (Alternate I)	(May 2011)
52.223-5	Pollution Prevention and Right-to-Know Information (Alternate II)	(May 2011)
52.223-6	Drug-Free Workplace	(May 2001)
52.223-10	Waste Reduction Program	(May 2011)
52.223-12	Refrigeration Equipment and Air Conditioners	(May 1995)
52.223-15	Energy Efficiency in Energy-Consuming Products	(Dec 2007)
52.223-16	IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products	(Sep 2007)

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52.223-16	IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Alternate I)	(Dec 2007)
52.224-1	Privacy Act Notification	(Apr 1984)
52.224-2	Privacy Act	(Apr 1984)
52.225-5	Trade Agreements	(Nov 2012)
52.225-8	Duty Free Entry	(Oct 2010)
52.225-13	Restrictions on Certain Foreign Purchases	(Jun 2008)
52.227-14	Rights in Data – General	(Dec 2007)
52.227-14	Rights in Data – General (Alternate II)	(Dec 2007)
52.227-14	Rights in Data – General (Alternate III)	(Dec 2007)
52.227-15	Representation of Limited Rights Data and Restricted Computer Software	(Dec 2007)
52.227-16	Additional Data Requirements	(June 1987)
52.230-2	Cost Accounting Standards	(May 2012)
52.230-3	Disclosure and Consistency of Cost Accounting Practices	(May 2012)
52.230-6	Administration of Cost Accounting Standards	(Jun 2010)
52.232-9	Limitation on Withholding of Payments	(Apr 1984)
52.232-20	Limitation of Cost	(Apr 1984)
52.232-22	Limitation of Funds	(Apr 1984)
52.232-23	Assignment of Claims	(Jan 1986)
52.232-23	Assignment of Claims (Alternate I)	(Apr 1984)
52.232-33	Payment By Electronic Funds Transfer – Central Contractor Registration	(Oct 2003)
52.232-99	Providing Accelerated Payment to Small Business Subcontractors (Deviation)	(Aug 2012)
52.232-18	Availability of Funds Clause	(Apr 1984)
52.233-1	Disputes	(Jul 2002)
52.233-1	Disputes (Alternate I)	(Dec 1991)
52.233-3	Protest After Award	(Aug 1996)
52.233-3	Protest After Award (Alternate I)	(Jun 1985)
52.233-4	Applicable Law For Breach of Contract Claim	(Oct 2004)
52.237-2	Protection of Government Buildings, Equipment, and Vegetation	(Apr 1984)
52.237-3	Continuity of Services	(Jan 1991)
52.237-10	Identification of Uncompensated Overtime	(Oct 1997)
52.239-1	Privacy or Security Safeguards	(Aug 1996)
52.242-1	Notice of Intent to Disallow Costs	(Apr 1984)
52.242-3	Penalties for Unallowable Costs	(May 2001)
52.242-4	Certification of Final Indirect Costs	(Jan 1997)
52.242-13	Bankruptcy	(Jul 1995)
52.243-2	Changes – Cost Reimbursement	(Aug 1987)
52.243-2	Changes – Cost Reimbursement (Alternate II)	(Apr 1984)
52.243-7	Notification of Changes: (b) 15 days	(Apr 1984)
52.244-5	Competition in Subcontracting	(Dec 1996)

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52.244-6	Subcontracts for Commercial Items	(Dec 2010)
52.245-1	Government Property	(Apr 2012)
52.245-9	Use and Charges	(Apr 2012)
52.246-4	Inspection of Supplies- Fixed Price	(Aug 1996)
52.246-23	LIMITATION OF LIABILITY	(Feb 1997)
52.246-25	Limitation of Liability – Services	(Feb 1997)
52.247-14	Contractor Responsibility for Receipt of Shipment	(Apr 1984)
52.247-67	Submission of Transportation Documents for Audit: (c) COR – See Section G	(Feb 2006)
52.249-6	Termination (COST-REIMBURSEMENT)	(May 2004)
52.249-14	Excusable Delays	(Apr 1984)
52.251-1	Government Supply Sources	(Aug 2012)
52.251-2	Interagency Fleet Management System Vehicles and Related Services	(Jan 1991)
52.253-1	Computer Generated Forms	(Jan 1991)

I.3 GENERAL SERVICES ADMINISTRATION ACQUISITION MANUAL (GSAM), INCORPORATED BY REFERENCE

The full text of a provision may be accessed electronically at:

GSAM website: <https://www.acquisition.gov/gsam/gsam.html>

Clause No	Clause Title	Date
552.204-9	Personal Identity Verification Requirements	(Oct 2012)
552.212-4	Contract Terms and Conditions –Commercial Items. Alternate II, FAR Deviation	(Jul 2015)
552.232.25	Prompt Payment	(Nov 2009)
552.232-39	Unenforceability of Unauthorized Obligations. FAR Deviation	(Jul 2015)
552.232-78	Commercial Supplier Agreements – Unenforceable Clauses	(Jul 2015)
552.236-75	Use of Premises	(Apr 1984)
552.239-70	Information Technology Security Plan and Security Authorization	(June 2011)
552.239-71	Security Requirements for Unclassified Information Technology Resources	(Jan 2012)

SECTION J – LIST OF ATTACHMENTS

J.1 LIST OF ATTACHMENTS

Attachment	Title
A	Draft Application Assignment Letter
B	Application Environment
B.1	GSA Tech Turn Complex Scrubbed
B.2	GSA Database Instance Inventory
C	Full GSA CAMEO Systems Inventory
D	FAS Project Classification Schema
E	OCIO Testing Handbook
F	SDLC Guidance
F.1	Appendix C to SDLC
G	GFP
H	FAS Static Code Scanning SOP
I	Business Requirements Document Template
J	CIO IT Security 06-30 – Revision 7
K	CIO IT Security 09-48 - Revision 1
L	CIO IT Security Policy P 2100-1-H
M	CAMEO FISMA Representation
N	TR5 Supply Chain and Transportation
O	CSMD Supporting Documentation
P	Help Desk Process Diagram
Q	ATM CAMEO Division Information
R	Standard Operating Procedures (SOPs)
S	Additional ATM Files
T	Advantage CAMEO Requirements Supporting Documentation
T.1	Advantage CAMEO Requirements Supporting Documentation
T.2	Advantage CAMEO Requirements Supporting Documentation
T.3	Advantage CAMEO Requirements Supporting Documentation
T.4	Additional Advantage SOPs and Supporting Documents
U	ECMS Software List
V	ECMS Operations Manual
W	Captiva SOP
X	ECMS Key File Creator
Y	ECMS Architecture
Z	ECMS Checklist for COOP Failover
AA	ECMS Functional View
BB	BI Division Background Information
CC	Incremental Funding Table CPAF
DD	Incremental Funding Table FFP
EE	Travel Authorization Template (electronically attached .xls)
FF	Request to Initiate Purchase Template (electronically attached .xls)
GG	Corporate Non-Disclosure Agreement (NDA)
HH	Corporate NDA Addendum

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SECTION J – LIST OF ATTACHMENTS

Attachment	Title
II	Award Fee Determination Plan
JJ	REMOVED
KK	Problem Notification Report
LL	REMOVED
MM	REMOVED
NN	REMOVED
OO	REMOVED
PP	REMOVED
QQ	REMOVED
RR	FAS eSOA Engagement Model
SS	FAS eSOA Service Ownership Model and Heuristics
TT	FAS eSOA Service Interaction Profile
UU	FAS eSOA Vocabulary
VV	FAS eSOA Governance Model and Procedures
WW	FAS eSOA Reference Architecture